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सं. 35] नई दिल्ली, अगस्त 27—सितम्बर 2, 2006, शनिवार/भाद्र 5—भाद्र 11, 1928
No. 35] NEW DELHI, AUGUST 27—SEPTEMBER 2, 2006, SATURDAY/BHADRA 5—BHADRA 11, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 21 अगस्त, 2006

का.आ. 3454.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार के गृह (जे) विभाग की अधिसूचना सं. 40751/जे2/2004/होम, तिरुवनंतपुरम दिनांक 28 मार्च, 2006 द्वारा प्राप्त सहमति से श्रीमती आयशा की हत्या से संबंधित मानान्यवाडी पुलिस स्टेशन, वायान्द जिला के अपराध सं. 294/95, जिसे अपराध शाखा: सीआईडी, कोजीकोड के अपराध सं. 31/सीआर/96 के रूप में संख्यांकित किया गया, में शामिल अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण केरल राज्य पर करती है।

[सं. 228/16/2006-ए.वी.डी.-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 21st August, 2006

S.O. 3454.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Kerala Home (J) Department vide Notification No. 40751/J2/2004/Home, Thiruvananthapuram dated 28th March 2006, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Kerala for investigation of the offences involved in Crime No. 294/95 of Mananthavady Police Station, Wayanad District renumbered as Crime No. 31/CR/96 of Crime Branch CID, Kozhikode relating to murder of Smt. Ayisha and attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/16/2006-AVD-II]

CHANDRAPRAKASH, Under Secy.

नई दिल्ली, 21 अगस्त, 2006

का.आ. 3455.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 101 पीसीआर 2006, दिनांक 24 जून, 2006 द्वारा प्राप्त सहमति से (1) श्री रमेश गेल्ली, पूर्व अध्यक्ष एवं प्रबंध निदेशक, पूर्व ग्लोबल ट्रस्ट बैंक, (2) श्रीधर सुबाशी, पूर्व कार्यकारी निदेशक, पूर्व ग्लोबल ट्रस्ट बैंक, (3) श्री मोहम्मद शफी, पूर्व उपमहाप्रबंधक, पूर्व ग्लोबल ट्रस्ट बैंक, (4) श्री नदीम अहमद, प्रबंधक निदेशक, मैसर्स सीसीएल फ्लोवर्स लिमिटेड, (5) श्री नजीम अहमद, निदेशक, मैसर्स सीसीएल फ्लोवर्स लिमिटेड, और (6) श्री सी. श्रीनिवासन, मालिक, मैसर्स इंटर फ्लोरा फार्मस एण्ड एक्सपोर्ट तथा अज्ञात अन्य एवं किन्हीं अन्य लोकसेवकों अथवा व्यक्तियों के विरुद्ध कपटपूर्वक साख सुविधाएं प्राप्त करने और फलस्वरूप बैंक को 526.19 लाख रुपए का धोखा देने के लिए भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी, सपठित धारा 409 एवं 420, और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 2) की धारा 13(2) सपठित धारा 13(1)(डी) के अधीन दंडनीय अपराधों तथा तत्संबंधी सारभूत अपराधों और उक्त अपराधों से संबंधित अथवा संसक्त अपराधों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/43/2006-ए.वी.डी.-11]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 21st August, 2006

S.O. 3455.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka *vide* Notification No. HD 101 PCR 2006, dated 24th June, 2006, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Section 120-B of the Indian Penal Code, 1860 read with Sections 409 and 420 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and Section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 2 of 1988) and substantive offences thereof, against (1) Shri Ramesh. Gelli, formerly Chairman and Managing Director, erstwhile Global Trust Bank, (2) Shri Sridhar Subasri, formerly Executive Director, erstwhile Global Trust Bank, (3) Shri Mohammed Shafi, formerly Deputy General Manager, erstwhile Global Trust

Bank, (4) Shri Nadeem Ahmad, Managing Director, M/s. CCL Flowers Limited, (5) Shri Najeem Ahamad, Director, M/s. C.C.L. Flowers Ltd. and (6) Shri C. Srinivasan, Proprietor, M/s. Inter Flora Farms and Exports and unknown others, for fraudulently obtaining credit facilities and thereby cheated the bank to the sum of Rs. 526.18 lakhs and any other public servants or persons in relation to, or in connection with the said offences, any other offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/43/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 21 अगस्त, 2006

का.आ. 3456.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार के गृह (एम) विभाग की अधिसूचना सं. 4291/एम3/2004/होम, दिनांक 4 अप्रैल, 2006 द्वारा प्राप्त सहमति से सीबीसीआईडी, एसआईजी-II एरनाकुलम द्वारा भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी, 459, 471, 420 और 34 के अधीन दर्ज अपराध सं. 275/सीआर/एस11/03 और उपर्युक्त अपराधों में से एक अथवा एक से अधिक अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्रों तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण केरल राज्य पर करती है।

[सं. 228/28/2006-ए.वी.डी. II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 21st August, 2006

S.O. 3456.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Kerala Home (M) Department *vide* Notification No. 4291/M3/2006/Home, dated 4th April, 2006, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Kerala for investigation of Crime No. 275/CR/SII/03 registered by CBCID, SIG-II, Ernakulam under Sections 120-B, 468, 471, 420 and 34 of Indian Penal Code, 1860 (45 of 1860) and attempts abetments and conspiracies connection with one or more of the offences mentioned above and other offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/28/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 22 अगस्त, 2006

का.आ. 3457.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हरियाणा राज्य सरकार के गृह विभाग की अधिसूचना सं. 20/1/2006-3 एचजी-1, दिनांक 12 जुलाई, 2006 द्वारा प्राप्त सहमति से औषधि एवं प्रसाधन सामग्री अधिनियम, 1940 (1940 का अधिनियम सं. 23) की धारा 16, 17, 17ए, 17 बी, 18 बी और धारा 18 के खंड (सी) के अधीन केंद्रीय अन्वेषण ब्यूरो के सहयोग से औषधि निरीक्षक, सोनीपत, हरियाणा द्वारा मैसर्स डी.के. लैबोरेटरीज, एसजीसी-3, औद्योगिक क्षेत्र, मुरथल, सोनीपत, हरियाणा के परिसर में 4 फरवरी, 2006 को किए गए निरीक्षण के संबंध में तथा उक्त मामले में उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्न, दुष्प्रेरण और षडयंत्र के अन्य अपराध (अपराधों) तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उसी तथ्य अथवा तथ्यों से उद्भूत उक्त अपराध (अपराधों) के अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण हरियाणा राज्य पर करती है।

[सं. 228/44/2006-ए.वी.डी.-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 22nd August, 2006

S.O. 3457.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Haryana Home Department vide Notification No. 20/1/2006-3HG-I dated 12th July, 2006, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for investigation of the offences under Sections 16, 17, 17A, 17B, 18B and clause (c) of section 18 of the Drugs and Cosmetics Act, 1940 (Act No. 23 of 1940), relating to the inspection conducted by Drugs Inspector, Sonipat, Haryana in association with the Central Bureau of Investigation in the premises of M/s D.K. Laboratories, S.G.C.-3 Industrial Area, Murthal, Sonipat, Haryana on 4th February, 2006 and other offence(s) of attempt, abatement and conspiracy in relation to or in connection with the said offence(s) committed in course of the same transaction or arising out of the same fact or facts, in relation to the aforesaid case.

[No. 228/44/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(केंद्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 24 जुलाई, 2006

(आयकर)

का.आ. 3458.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड, जिनका पंजीकृत कार्यालय 28/21, डिमोन्ट कॉलोनी, अलवरपेट, चेन्नई-600018 में है वह सर्वे सं. 14-पी (पार्ट), ग्राम कोण्डापुर, सलिंगमपल्ली, हाइटेक सिटी रोड, माधापुर, जिला रंगारेड्डी, आन्ध्र प्रदेश-500032 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केंद्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 13-12-2004 के पत्र सं. 15/40/04-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड, चेन्नई द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं 191/2006/फा.सं. 178/76/2005-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड, चेन्नई द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड
- (ii) प्रस्तावित स्थान : सर्वे सं. 14-पी (पार्ट), ग्राम कोण्डापुर, सलिंगमपल्ली, हाइटेक सिटी रोड, माधापुर जिला रंगारेड्डी आन्ध्र प्रदेश-500032
- (iii) औद्योगिक पार्क का क्षेत्रफल : 25897.03 वर्ग मीटर

(iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	-	डाटा प्रोसेसिंग, साफ्टवेयर विकास तथा कम्प्यूटर कंसल्टेंसी सेवाएं
ख	8	89	893	-	कारोबार तथा प्रबंधन कंसल्टेंसी कार्यकलाप
ग	8	89	894	-	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसल्टेंसी कार्यकलाप

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 90.18%

(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : 9.82%

(vii) औद्योगिक मूल्यों की न्यूनतम संख्या : 30 यूनिटें

(viii) प्रस्तावित कुल निवेश (राशि रुपए में) : 60 करोड़

(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में) : 37.50 करोड़

(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में) : 54.87 करोड़

(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : जून, 2005

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकाम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में

उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड, चेन्नई उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन वैध रहेगा और मैसर्स जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड, चेन्नई ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड, चेन्नई (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्निरी उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्निरी उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्निरी उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनित संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स जयभेरी प्रॉपर्टीज प्राइवेट लिमिटेड, चेन्नई औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

MINISTRY OF FINANCE
(Department of Revenue)
(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 24th July, 2006

(INCOME-TAX)

S.O. 3458.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notification of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And, whereas, M/s. Jayabheri Properties Private Limited, having registered office at 28/21, Demonte Colony, Alwarpet, Chennai-600018, is developing an Industrial Park at Survey No. 14-P(Part), Village Kondapur, Serlingampally, Hi-tech City Road, Madhapur, Rangareddy District, Andhra Pradesh-500032;

And, whereas, the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/40/04-IP & ID dated 13-12-2004 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Jayabheri Properties Private Limited, Chennai, as an industrial park for the purpose of the said clause (iii).

[Notification No. 191/2006/F.No. 178/76/2005-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Jayabheri Properties Private Limited, Chennai.

1. (i) Name of the Industrial Undertaking : Jayabheri Properties Private Limited
- (ii) Proposed location : Survey No. 14-P(Part), Village Kondapur, Serlingampally, Hi-tech City Road, Madhapur, Rangareddy District, Andhra Pradesh 500032
- (iii) Area of Industrial Park : 25897.03 Square Meters
- (iv) Proposed activities

Nature of Industrial activity with NIC Code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	8	89	892	—	Data Processing, Software Development and Computer Consultancy Services
B	8	89	893	—	Business and management consultancy activities
C	8	89	894	—	Architectural and engineering and other technical consultancy activities.

- (v) Percentage of allocable area earmarked for industrial use : 90.18%
- (vi) Percentage of allocable area earmarked for commercial use : 9.82%
- (vii) Minimum number of industrial units : 30 Units
- (viii) Total investments proposed (Amount in Rupees) : 60 crores
- (ix) Investment on built up space for industrial use (Amount in Rupees) : 37.50 crores
- (x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 54.87 crores
- (xi) Proposed date of Commencement of the Industrial Park : June, 2005

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Jayabheri Properties Private Limited, Chennai, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii)

of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4 (iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Jayabheri Properties Limited, Chennai shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Jayabheri Properties Private Limited, Chennai transfer the operation and maintenance of the industrial park (i.e., the transferor undertaking) to another undertaking i.e. the (transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Jayabheri Properties Private Limited, Chennai, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

नई दिल्ली, 26 जुलाई, 2006

(आयकर)

का.आ. 3459.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स फिनिक्स सॉफ्टवेयर लिमिटेड, 4/1, रैड क्रॉस प्लेस, कोलकाता-700001, प्लॉट सं. 4, ब्लॉक-बी पी, सेक्टर- V, बिधान नगर, सॉल्ट लेक सिटी, जिला-नॉर्थ 24 परगना, पश्चिम बंगाल-700091 में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबन्ध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 13-4-2006 के पत्र सं. 15/156/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स फिनिक्स सॉफ्टवेयर लिमिटेड, कोलकाता द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं 195/2006/फा.सं. 178/58/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

अनुबन्ध

शर्तें जिन पर भारत सरकार ने मैसर्स फिनिक्स सॉफ्टवेयर लिमिटेड, कोलकाता द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : फिनिक्स सॉफ्टवेयर लिमिटेड
- (ii) प्रस्तावित स्थान : प्लॉट सं. 4, ब्लॉक-बी पी, सेक्टर-V, बिधान नगर, सॉल्ट लेक सिटी, जिला-नॉर्थ 24 परगना, पश्चिम बंगाल-700091
- (iii) औद्योगिक पार्क का क्षेत्रफल : 61486 वर्ग मीटर
- (iv) प्रस्तावित कार्यकलाप

- (v) औद्योगिक उपयोग के लिए निर्धारित आबंटनीय क्षेत्र का प्रतिशत : 92.00%
- (vi) वाणिज्यिक उपयोग के लिए निर्धारित आबंटनीय क्षेत्र का प्रतिशत : 8.00%
- (vii) औद्योगिक यूनिटों की न्यूनतम संख्या : 5 यूनिटें
- (viii) प्रस्तावित कुल निवेश (राशि रूप में) : 118.00 करोड़
- (ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रूप में) : 72.00 करोड़
- (x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रूप में) : 104.50 करोड़
- (xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : 23-3-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अब संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं शामिल हैं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	7	75	752	-	दूरभाष संचार सेवाएं
ख	8	89	892	-	डाटा प्रोसेसिंग, सॉफ्टवेयर विकास तथा कम्प्यूटर परामर्शी सेवाएं
ग	8	89	893	-	कारोबार तथा प्रबंधन कंसल्टेंसी कार्यकलाप

औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानूनों के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स फिनिक्स सॉफ्टवेयर लिमिटेड, कोलकाता उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध हो जाएगा और मैसर्स फिनिक्स सॉफ्टवेयर लिमिटेड, कोलकाता ऐसी अवैधता की किसी प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना त्रुटिपूर्ण सूचना हो अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह ऐसे औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स फिनिक्स सॉफ्टवेयर लिमिटेड, कोलकाता (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स फिनिक्स सॉफ्टवेयर लिमिटेड, कोलकाता औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल होगा।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

New Delhi, the 26th July, 2006

(INCOME-TAX)

S.O. 3459.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-1A of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Phoenix Software Limited, 4/1, Red Cross Place, Kolkata-700001, is developing an Industrial Park at Plot No. 4, Block-BP, Sector-V, Bidhan Nagar, Salt Lake City, District-North 24 Parganas, West Bengal-700091;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/156/2005-IP & ID dated 13-4-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Phoenix Software Limited, Kolkata, as an industrial park for the purposes of the said clause (iii).

[Notification No. 195/2006/F.No. 178/58/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Phoenix Software Limited, Kolkata.

1. (i) Name of the Industrial Undertaking : Phoenix Software Limited
- (ii) Proposed Location : Plot No. 4, Block-BP, Sector-V, Bidhan Nagar, Salt Lake City, District-North 24 Parganas, West Bengal-700091;
- (iii) Area of Industrial Park : 61486 Square Metres
- (iv) Proposed activities

Nature of Industrial activity with NIC code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	7	75	752	—	Telephone communication services.
B	8	89	892	—	Data processing, software development and computer consultancy services.
C	8	89	893	—	Business and management consultancy activities.

(v) Percentage of allocable area earmarked for industrial use : 92.00%

(vi) Percentage of allocable area earmarked for commercial use : 8.00%

(vii) Minimum number of industrial units : 5 Units

(viii) Total investments proposed (Amount in Rupees) : 110.00 crores

(ix) Investment on built up space for industrial use (Amount in Rupees) : 72.00 crore

(x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 104.50 crores

(xi) Proposed date of Commencement of the Industrial Park : 23-3-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of

S.O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Phoenix Software Limited, Kolkata shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4 (iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Phoenix Software Limited, Kolkata, shall be solely responsible for any repercussions of such invalidity, if

- the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Phoenix Software Limited, Kolkata, transfer the operation and maintenance of the industrial

park (i.e., the transferor undertaking) to another undertaking (i.e., transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Phoenix Software Limited, Kolkata, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

नई दिल्ली, 26 जुलाई, 2006

(आयकर)

का.आ 3460.-जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि मैसर्स किलोस्कर सिस्टम्स लिमिटेड, ऐम्बेसी स्टार 8, पैलेस रोड, वसन्तनगर, बंगलौर-560 052, किलोस्कर बिजनेस

पार्क, सर्वे सं. 52, 54, हैब्ल फार्म पोस्ट, कसाबा होबली, बंगलौर में एक औद्योगिक पार्क का विकास कर रहा है;

और, जबकि, केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 19-4-2006 के पत्र सं. 15/154/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स किलोस्कर सिस्टम्स लिमिटेड, बंगलौर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं. 196/2006/फा.सं. 178/71/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स किलोस्कर सिस्टम्स लिमिटेड, बंगलौर द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : किलोस्कर सिस्टम्स लिमिटेड
- (ii) प्रस्तावित स्थान : किलोस्कर बिजनेस पार्क सर्वे सं. 52, 54, हैब्ल फार्म पोस्ट, कसाबा होबली, बंगलौर-560024
- (iii) औद्योगिक पार्क का क्षेत्रफल : 1,33,084.34 वर्ग मीटर
- (iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	7	75	-	-	संचार सेवाएं
ख	8	89	892	-	डाटा प्रोसेसिंग, साफ्टवेयर विकास तथा कम्प्यूटर कंसल्टैंसी सेवाएं
ग	8	89	893	-	कारोबार तथा प्रबंधन कंसल्टैंसी कार्यकलाप
घ	8	89	894	-	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसल्टैंसी कार्यकलाप
ङ	8	89	895	-	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

- (v) औद्योगिक उपयोग के लिए : 90.05%
प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत
- (vi) वाणिज्यिक उपयोग के लिए : 9.95%
निर्धारित भूमि का प्रतिशत
- (vii) औद्योगिक यूनिटों की : 3 यूनिटें
न्यूनतम संख्या
- (viii) प्रस्तावित कुल निवेश : 10279.00 लाख
(राशि रुपए में)
- (ix) औद्योगिक उपयोग के लिए : 4844.00 लाख
निर्मित स्थान पर निवेश
(राशि रुपए में)
- (x) अवसंरचनात्मक विकास पर : 8700.00 लाख
निवेश जिसमें औद्योगिक
उपयोग के लिए निर्मित स्थान
पर निवेश भी शामिल है
(राशि रुपए में)
- (xi) औद्योगिक पार्क के आरंभ : 31-03-2006
होने की प्रस्तावित तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकाम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट कोई प्राधिकरण भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स किलोस्कर सिस्टम्स लिमिटेड, बंगलौर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन वैध रहेगा और मैसर्स किलोस्कर सिस्टम्स लिमिटेड, बंगलौर, ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स किलोस्कर सिस्टम्स लिमिटेड, बंगलौर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुसंधान किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स किलोस्कर सिस्टम्स लिमिटेड, बंगलौर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 26th July, 2006.

(Income Tax)

S.O. 3460.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notification of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S. O. 193(e), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S. O. 354(E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Kirloskar Systems Limited, Embassy Star, 8, Palace Road, Vasanthnagar, Bangalore-

560052 is developing an Industrial Park, at Kirloskar Business Park, Survey No. 52, 54, Hebbal Farm Post, Kasaba Hobli, Bangalore;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry Letter No. 15/154/2005-IP&ID dated 19-04-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Kirloskar Systems Limited, Bangalore, as an industrial park for the purposes of the said clause (iii).

[Notification No. 196/2006/F. No. 178/71/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Kirloskar Systems Limited, Bangalore.

1. (i) Name of the Industrial Undertaking : Kirloskar Systems Limited.
- (ii) Proposed location : Kirloskar Business Park,
Survey No. 52, 54, Hebbal Farm Post,
Kasaba Hobli, Bangalore-560 024
- (iii) Area of Industrial Park : 1,33,084.34 Square Meter
- (iv) Proposed activities :

Nature of Industrial activity with NIC code

S. No.	Section	NIC Code			Description
		Division	Group	Class	
A	7	75	—	—	Communication services
B	8	89	892	—	Data processing, software development and computer consultancy services
C	8	89	893	—	Business and management consultancy activities
D	8	89	894	—	Architectural and engineering and other technical consultancy activities
E	8	89	895	—	Technical testing and analysis services

- (v) Percentage of allocable area earmarked for industrial use : 90.05%
- (vi) Percentage of allocable area earmarked for commercial use : 9.95%
- (vii) Minimum number of industrial units : 3 Units
- (viii) Total investments proposed (Amount in Rupees) : 10279.00 lakhs
- (ix) Investment on built up space for industrial use
(Amount in rupees) : 4844.00 lakhs
- (x) Investment on Infrastructure Development including investment on built up space for industrial use
(Amount in Rupees) : 8700.00 lakhs
- (xi) Proposed date of commencement of the Industrial Park : 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use. The minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include roads (including approach roads). Water supply and sewerage common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Kirloskar Systems Limited, Bangalore, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Kirloskar Systems Limited, Bangalore, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Kirloskar Systems Limited, Bangalore, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor

and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Kirloskar Systems Limited, Bangalore, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact will invalidate the approval of the industrial Park.

नई दिल्ली, 27 जुलाई, 2006

(आयकर)

का.आ. 3461.-जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधि सूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, उद्योग भवन, तिलक मार्ग, जयपुर, औद्योगिक क्षेत्र थानागाजी, अलवर, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 28-10-2006 के पत्र सं. 15/105/05-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं 198/2006/फा.सं. 178/21/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क को गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

- 1 (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर
- (ii) प्रस्तावित स्थान : औद्योगिक क्षेत्र थानागाजी, अलवर, राजस्थान
- (iii) औद्योगिक पार्क का क्षेत्रफल : 33.12 एकड़
- (iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण गतिविधियाँ
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत			90%	
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत			10%	
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या			30 यूनिटें	
(viii)	प्रस्तावित कुल निवेश (राशि रुपये में)			117.50 लाख	
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपये में)			शून्य	
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)			82.50 लाख	
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि			31-03-2006	

2. किसी औद्योगिक पार्क में अवसंरचना में विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अंतर्गत किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन वैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड ऐसी अवैधता की किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देता।

New Delhi, the 27th July, 2006

(INCOME-TAX)

S.O. 3461.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S. O. 354(E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development and Investment Corporation Ltd., Udyog Bhavan, Tilak Marg, Jaipur is developing an Industrial Park, at Industrial Area Thanagazi, Alwar, Rajasthan;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry Letter No. 15/105/2005-IP & ID dated 28-10-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development and Investment Corporation Ltd., Udyog Bhavan, Tilak Marg, Jaipur as an Industrial park for the purposes of the said clause (iii).

[Notification No. 196/2008/F. No. 178/21/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial park by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development and Investment Corporation Limited,
- (ii) Proposed location : Industrial Area Thanagazi, Alwar, Rajasthan
- (iii) Total Area of Industrial Park : 33.12 Acres
- (iv) Proposed activities :

Nature of Industrial activity with NIC code

NIC Code				Description
S. No.	Section	Division	Group	Class
A	2 & 3	—	—	Manufacturing activities

- (v) Percentage of allocable area earmarked for industrial use : 90%
- (vi) Percentage of allocable area earmarked for commercial use : 10%
- (vii) Minimum number of industrial units : 30 Units
- (viii) Total investments proposed (Amount in rupees) : 117.00 lakhs
- (ix) Investment on built up space for Industrial use (Amount in Rupees) : Nil
- (x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 82.50 lakhs
- (xi) Proposed date of commencement of the Industrial Park : 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use. The minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include roads (including approach roads), water supply and sewerage common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central Tax Laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development and Investment Corporation Limited, shall continue to operate

the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development and Investment Corporation Limited, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/mis-information or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, transfers the operation and maintenance of the industrial park (i.e. transfer undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development and Investment Corporation Limited, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact will invalidate the approval of the Industrial Park.

नई दिल्ली, 27 जुलाई 2006

(आयकर)

का.आ. 3462.-जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए

संख्या का.आ. 354(अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जिनका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, आईआई डी सेंटर, बयाना, जिला भरतपुर, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में

उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 17-11-2005 के पत्र सं. 15/118/05-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं 199/2006/फा.सं. 178/24/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

- | | | |
|-----------------------------------|---|--|
| 1 (i) औद्योगिक उपक्रम का नाम | : | राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर |
| (ii) प्रस्तावित स्थान | : | आई आई डी सेंटर, बयाना, जिला भरतपुर, राजस्थान |
| (iii) औद्योगिक पार्क का क्षेत्रफल | : | 66.72 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | : | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता				विवरण
	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण गतिविधियाँ
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत				99.53%
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत				0.47%
(vii)	औद्योगिक यूनिटों की न्यूनतम संख्या				30 यूनिटें
(viii)	प्रस्तावित कुल निवेश (राशि रुपये में)				975.24 लाख
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रूपए में)				शून्य
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपये में)				558.69 लाख
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि				31-3-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणिय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अंतर्गत किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन वैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी अवैधता की किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन-पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक

पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उच्चमशीलता सहायता यूनिट की संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 27th July, 2006.

(INCOME-TAX)

S.O. 3462.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide Number S. O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S. O. 354(E) dated the 1st day of April, 2002 for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Ltd., having registered office at Udyog Bhavan, Tilak Marg, Jaipur 302 005 is developing an Industrial Park, at IID Centre, Bayana, District Bharatpur, Rajasthan;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry Letter No. 15/118/2005-IP&ID dated 17-11-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Ltd., Jaipur as an industrial park for the purposes of the said clause (iii).

[Notification No. 199/2006/F. No. 178/24/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development and Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.
- (ii) Proposed Location : IID Centre, Bayana, District Bharatpur, Rajasthan
- (iii) Area of Industrial Park : 66.72 acres
- (iv) Proposed Activities :

Nature of Industrial activity with NIC Code

Sl. No.	NIC Code				Description
	Section	Division	Group	Class	
A	2 & 3	—	—	—	Manufacturing Activities
	(v)	Percentage of allocable area earmarked for industrial use			: 99.53%
	(vi)	Percentage of allocable area earmarked for commercial use			: 0.47%
	(vii)	Minimum number of industrial units			: 30 Units
	(viii)	Total investment proposed (Amount in Rupees)			: 975.24 lakhs
	(ix)	Investment on built up space for Industrial use (Amount in Rupees)			: Nil
	(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)			: 558.69 lakhs
	(xi)	Proposed date of commencement of the Industrial Park			: 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use. The minimum expenditure on infrastructure development including cost of construction of industrial space. shall not be less than 60% of the total project cost.

3. Infrastructure development shall include roads (including approach roads), Water supply and sewerage common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income Tax Act. 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur shall be solely responsible for any repercussions of such invalidity, if—

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfers

the operation and maintenance of the Industrial Park (i.e., transferrer undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact will invalidate the approval of the industrial Park.

नई दिल्ली, 27 जुलाई, 2006

(आयकर)

का.आ. 3463.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा

31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के जरिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के जरिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जिनका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, आई आई डी सेंटर, खुस्खेड़ा, औद्योगिक क्षेत्र (भिवाड़ी), जिला अलवर, राजस्थान में एक औद्योगिक पार्क का विकास कर रहा है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 22-11-2005 के पत्र सं. 15/132/05-आई पी एंड आई पी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं. 200/2006/फा.सं. 178/9/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क को गठित किए जाने हेतु अनुमोदन प्रदान किया है।

- | | |
|-------------------------------------|--|
| 1 (i) औद्योगिक उचक्रम का नाम : | राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर |
| (ii) प्रस्तावित स्थान : | आई आई डी सेंटर, औद्योगिक क्षेत्र, खुस्खेड़ा, (भिवाड़ी), जिला अलवर, राजस्थान |
| (iii) औद्योगिक पार्क का क्षेत्रफल : | 151.77 एकड़ |
| (iv) प्रस्तावित कार्यकलाप | |

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण गतिविधियाँ
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	:		99.55%	
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	:		4.43%	

(vii) औद्योगिक यूनिटों की न्यूनतम संख्या	:	30 यूनिटें
(viii) प्रस्तावित कुल निवेश (राशि रूप में)	:	1585.56 लाख
(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रूप में)	:	शून्य
(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रूप में)	:	1177.66 लाख
(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि	:	31-03-2006

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए है जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अंतर्गत विनिर्दिष्ट किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अंतर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80झक की उपधारा (4) के खंड (iii) के अंतर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1 (xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80झक की उपधारा 4 (iii) के

अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर ऐसी अवैधता की किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लिमिटेड, जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 27th July, 2006

(Income-Tax)

S.O. 3463.—Whereas the Central Government in exercise of the powers conferred by clause(iii) of sub-section(4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April 1997 and ending on the 31st day of March, 2006;

And, whereas, M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office of Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park at IID Centre, Industrial Area Khuskhera (Bhiwadi), District Alwar, Rajasthan;

And, whereas, the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/132/05-IP&ID dated 22-11-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purposes of the said clause (iii).

[Notification No. 200/2006/F. No. 178/09/2006 ITA-1]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan in State Industrial Development & Investment Corporation Limited, Jaipur.

- I. (i) Name of the Industrial undertaking : Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.
- (ii) Proposed location : IID Centre, Industrial Area Khuskhera (Bhiwadi), District Alwar, Rajasthan,
- (iii) Area of Industrial Park : 151.77 acres
- (iv) Proposed activities :

Nature of Industrial activity with NIC code

NIC Code					Description
S.No.	Section	Division	Group	Class	
A	2 & 3	—	—	—	Manufacturing activities.

- (v) Percentage of allocable area earmarked for industrial use : 95.57%
- (vi) Percentage of allocable area earmarked for commercial use : 4.43%
- (vii) Minimum number of industrial units : 30 Units
- (viii) Total investments proposed : Rs. 1585.56 lakhs (Amount in Rupees)
- (ix) Investment on built up space for Industrial use (Amount in Rupees) : Nil
- (x) Investment on Infrastructure : Rs. 1177.66 lakhs Development including—

investment on built up space for industrial use (Amount in Rupees)

- (xi) Proposed date of commencement of the Industrial Park : 31-03-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network,

generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80IA of the Income Tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section, 80IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the Industrial Park (i.e. transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 27 जुलाई, 2006

(आयकर)

का. आ. 3464.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहाँ आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, जिनका पंजीकृत कार्यालय दिव्यश्री चेम्बर्स, विंग ए, लॉगफोर्ड रोड और नं. 11 ओशॉगनैसी रोड, बंगलौर में है, ने नं. 11, ओशॉगनैसी रोड, बंगलौर-560025 में 'दिव्यश्री चेम्बर्स' नाम से एक औद्योगिक पार्क का विकास किया है ;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 21-04-2006 के पत्र सं. 15/74/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80झक की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, बंगलौर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 201/2006/फा.सं. 178/82/2005-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

<p>अनुबंध</p> <p>शर्तें जिन पर भारत सरकार ने मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, बंगलौर द्वारा औद्योगिक पार्क के गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।</p>	<p>(ii) प्रस्तावित स्थान : दिव्य श्री चैम्बर्स, नं. 11 ओशॉर्गनेसी रोड, बंगलौर-560025</p>
<p>1. (i) औद्योगिक उपक्रम का नाम : मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, बंगलौर</p>	<p>(iii) औद्योगिक पार्क का क्षेत्रफल : 5,11,632.00 वर्ग फुट</p> <p>(iv) प्रस्तावित कार्यकलाप</p>

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	विवरण
क	7	75	—	—	संचार सेवाएं
ख	8	89	892	—	डाटा प्रोसेसिंग, साफ्टवेयर विकास तथा कम्प्यूटर कंसलटैंसी सेवाएं
ग	8	89	893	—	कारोबार तथा प्रबंधन कंसलटैंसी कार्यकलाप
घ	8	89	894	—	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसलटैंसी कार्यकलाप
ङ	8	89	895	—	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 94.34%

(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : 5.66%

(vii) औद्योगिक यूनिटों की प्रस्तावित संख्या : 3 यूनिटें

(viii) प्रस्तावित कुल निवेश (राशि रुपए में) : 85.00 करोड़

(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में) : 60.93 करोड़

(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में) : 71.88 करोड़

(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : 28-02-2002

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे

औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकाम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 को का.आ. 354 (अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथा समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, बंगलौर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80एक की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80एक की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, बंगलौर ऐसी किसी प्रतिक्रिया की अवैधता के लिए अकेले ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, बंगलौर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स श्यामाराजू एण्ड कंपनी (इंडिया) प्राइवेट लिमिटेड, बंगलौर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 27th July, 2006

(INCOME-TAX)

S.O. 3464.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Shyammaraju & Company (India) Private Limited, having registered office at Divyasree Chambers, Wing A, Langford Road and No. 11, O'Shaugnessy Road, Bangalore, is developing an Industrial Park namely, 'Divyasree Chambers' at No. 11, O'Shaugnessy Road, Bangalore-560025;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/49/2005-IP & ID dated 21-4-2006 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Shyammaraju & Company (India) Private Limited, Bangalore, as an Industrial Park for the purposes of the said clause (iii).

[Notification No. 201/2006/F. No. 178/82/2005-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Shyammaraju & Company (India) Private Limited, Bangalore.

1. (i) Name of the Industrial Undertaking : M/s. Shyammaraju & Company (India) Private Limited
- (ii) Proposed location : Divyasree Chambers No. 11 O' Shaugnessy Road, Bangalore-560025
- (iii) Area of Industrial Park : 5,11,632.00 Square Feet
- (iv) Proposed activities

Nature of Industrial Activity with NIC Code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	7	75	—	—	Communication services
B	8	89	892	—	Data Processing, Software Development and Computer Consultancy Services
C	8	89	893	—	Business and management consultancy activities
D	8	89	894	—	Architectural and engineering and other technical consultancy activities
E	8	89	895	—	Technical testing and analysis services.

- (v) Percentage of allocable area earmarked for industrial use : 94.34%
- (vi) Percentage of allocable area earmarked for commercial use : 5.66%
- (vii) Minimum number of industrial units : 3 Units
- (viii) Total investments proposed : 85.00 crores (Amount in Rupees)
- (ix) Investment on built up space for Industrial use : 60.93 crores (Amount in Rupees).
- (x) Investment on Infrastructure: 71.88 crores Development including investment on built up space for industrial use (Amount in Rupees)
- (xi) Proposed date of commencement of the Industrial Park : 28-02-2002

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of

S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty percent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para I (vii) of this Notification, are located in the Industrial Park.

7. M/s. Shyammaraju & Company (India) Private Limited, Bangalore shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para I (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Shyammaraju & Company (India) Private Limited, Bangalore, shall be solely responsible for any repercussions of such invalidity, if:—

- the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it;
- it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Shyammaraju & Company (India) Private Limited, Bangalore, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Shyammaraju & Company (India) Private Limited, Bangalore, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

नई दिल्ली, 21 अगस्त, 2006

(आयकर)

का. आ. 3465.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354(अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित

की है ;

और, जबकि, मैसर्स मेगरपट्टा टाऊनशिप डेवलपमेंट एंड कन्स्ट्रक्शन कम्पनी लि., मेगास्पेश 13, शोलापुर बाजार रोड, ऑफ ईस्ट स्ट्रीट, पुणे-411001 साइबर सिटी मेगरपट्टा, 143, मेगरपट्टा, सिटी हदापसर, पुणे-411028, महाराष्ट्र में एक औद्योगिक पार्क का विकास कर रही है;

और, जबकि, केन्द्र सरकार, ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 1-9-2004 के पत्र सं. 15/34/2003-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

अब, इसलिए, उक्त अधिनियम की धारा 80झक की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स मेगरपट्टा टाऊनशिप डेवलपमेंट एंड कन्स्ट्रक्शन कम्पनी लि., पुणे द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं 216/2006/फा.सं. 178/13/2006-आ.क.नि.-1]

दीपक गर्ग, अपर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स मेगरपट्टा टाऊनशिप एंड कन्स्ट्रक्शन कम्पनी लि., पुणे द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है :

1. (i) औद्योगिक उपक्रम का नाम : मेगरपट्टा टाऊनशिप डेवलपमेंट एंड कन्स्ट्रक्शन कम्पनी लि.,
- (ii) प्रस्तावित स्थान : साइबर सिटी मेगरपट्टा, 143, मेगरपट्टा, सिटी हदापसर, पुणे-411028, महाराष्ट्र
- (iii) औद्योगिक पार्क का क्षेत्रफल : 52,666.82 वर्ग मीटर

(iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साब औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	892.2	साफ्टवेयर आपूर्ति सेवाएं

(v) औद्योगिक उपयोग के लिए : 100%
प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत

(vi) वाणिज्यिक उपयोग के लिए : शून्य
निर्धारित भूमि का प्रतिशत

(vii) औद्योगिक यूनिटों की प्रस्तावित संख्या : 12 यूनिटें

(viii) प्रस्तावित कुल निवेश (राशि : 199.54 करोड़ रुपए में)

(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में) : 61.34 करोड़

(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में) : 123.74 करोड़

(xi) औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि : टावर-I, 15 दिसम्बर, 2003
टावर-II अगस्त, 2004
टावर-III दिसम्बर, 2004

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकाम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित किसी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स मेगरपट्टा टाऊनशिप डेवलपमेंट एंड कंस्ट्रक्शन कंपनी लि, उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80इक की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80इक की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन वैध रहेगा और मैसर्स मेगरपट्टा टाऊनशिप डेवलपमेंट एंड कंस्ट्रक्शन कंपनी लि, ऐसी किसी प्रतिक्रिया की अवैधता के लिए अकेले ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स मेगरपट्टा टाऊनशिप डेवलपमेंट एंड कंस्ट्रक्शन कंपनी लि, (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स मेगरपट्टा टाऊनशिप डेवलपमेंट एंड कंस्ट्रक्शन कंपनी लि, औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 21st August, 2006

(INCOME-TAX)

S.O. 3465.—Whereas, the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park; by the notifications of the Government of India in the Ministry of

Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Magarpatta Township Development and Construction Company Limited, Megaspice, 13 Sholapur Bazar Road, Off East Street, Pune-411001, is developing an Industrial Park at Cybercity Magarpatta, 143, Magarpatta City, Hadapsar, Pune-411028, Maharashtra;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/34/2003-IP & ID dated 1-9-2004 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and

operated by M/s. Magarpatta Township Development and Construction Company Limited, Pune, as an Industrial Park for the purposes of the said clause (iii).

[Notification No. 216/2006/F. No. 178113/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Magarpatta Township Development and Construction Company Limited, Pune.

1. (i) Name of the Industrial Undertaking : M/s. Magarpatta Township Development and Construction Company Limited, Pune
- (ii) Proposed Location : Cybercity Magarpatta, 143, Magarpatta City, Hadapsar, Pune-411028, Maharashtra
- (iii) Total Area of Industrial Park : 52,666.82 Square Meters.
- (iv) Proposed activities

Nature of Industrial Activity with NIC Code

		NIC Code		Description	
S. No.	Section	Division	Group	Class	
A	8	89	892	892/2	Software Supply Services

- (v) Percentage of allocable area earmarked for industrial use : 100%
- (vi) Percentage of allocable area earmarked for commercial use : Nil
- (vii) Minimum number of industrial units : 12 Units
- (viii) Total investments proposed : 199.54 crores (Amount in Rupees)
- (ix) Investment on built up space for Industrial use : 61.35 crores (Amount in Rupees).
- (x) Investment on Infrastructure Development including investment on built up space for industrial use : 123.74 crores (Amount in Rupees)
- (xi) Proposed date of commencement of the Industrial Park : Tower-I 15th December, 2003
Tower-II August, 2004
Tower-III December, 2004

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002 shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the

time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Magarpatta Township Development and Construction Company Limited, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80IA of the Income-Tax Act, 1961.

9. The approval will be invalid and M/s. Magarpatta Township Development and Construction Company Limited, shall be solely responsible for any repercussions of such invalidity, if—

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Magarpatta Township Development and Construction Company Limited, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Magarpatta Township Development and Construction Company Limited, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 21 अगस्त, 2006

(आयकर)

का. आ. 3466.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का. आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधि-सूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड, मीनाक्षी हाउस, 8-2-418, रोड सं. 7, बंजारा हिल्स, हैदराबाद-500034 'ई-पार्क' नाम से सर्वे सं. 5, 15, 17, कोंडापुर ग्राम, सिरीलिंगमपल्ली, रंगारेड्डी जिला, आन्ध्र प्रदेश में एक औद्योगिक पार्क का विकास कर रही है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 17-2-2005 के पत्र सं. 15/13/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

इसलिए, अब, उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड, हैदराबाद द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 212/2006/फा.सं. 178/72/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तें जिन पर भारत सरकार ने मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड, हैदराबाद द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है ।

1. (i) औद्योगिक उपक्रम का नाम : मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड
- (ii) प्रस्तावित स्थान : 'ई-पार्क' सर्वे सं. 5, 15, 17, कोंडापुर ग्राम, सिरीलिंगमपल्ली, रंगारेड्डी जिला, आन्ध्र प्रदेश
- (iii) औद्योगिक पार्क का क्षेत्रफल : 48,613.58 वर्ग मीटर
- (iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

क्रम सं.	एन आई सी संहिता		समूह	श्रेणी	विवरण
	अनुभाग	प्रभाग			
क	8	89	892	—	डाटा प्रोसेसिंग, साफ्टवेयर विकास तथा कम्प्यूटर कंसलटेंसी सेवाएं
ख	8	89	893	—	कारोबार तथा प्रबंधन कंसलटेंसी कार्यकलाप
ग	8	89	894	—	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसलटेंसी कार्यकलाप
घ	8	89	895	—	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

(v) औद्योगिक उपयोग के लिए : 90.07%
प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत

(vi) वाणिज्यिक उपयोग के लिए : 9.93%
निर्धारित भूमि का प्रतिशत

(vii) औद्योगिक यूनिटों की : 30 यूनिट
न्यूनतम संख्या

(viii) प्रस्तावित कुल निवेश (राशि : 75 करोड़
रुपए में)

(ix) औद्योगिक उपयोग के लिए : 32 करोड़
निर्मित स्थान पर निवेश
(राशि रुपए में)

(x) अवसंरचनात्मक विकास पर : 61.80 करोड़
निवेश जिसमें औद्योगिक
उपयोग के लिए निर्मित स्थान
पर निवेश भी शामिल है
(राशि रुपए में)

(xi) औद्योगिक पार्क के आरंभ : सितम्बर, 2005
होने की प्रस्तावित तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकाम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड, हैदराबाद उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80झक की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80झक की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड, हैदराबाद, ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना

अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड, हैदराबाद (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अन्तरिती उपक्रम) को हस्तांतरित करेगा तो अन्तरणकर्ता और अन्तरिती उपर्युक्त हस्तांतरण के लिए अन्तरणकर्ता और अन्तरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनित संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स मीनाक्षी इन्फ्रास्ट्रक्चर्स प्राइवेट लिमिटेड, हैदराबाद औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 21st August, 2006

(INCOME-TAX)

S.O. 3466.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and

vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Meenakshi Infrastructures Private Limited, Meenakshi House, 8-2-418, Road No. 7, Banjara Hills, Hyderabad-500034, is developing an Industrial Park namely, 'E-Park' at Survey No. 5, 15, 17, Kondapur Village, Serilingampally, Rangareddy District, Andhra Pradesh;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/13/2005-IP & ID dated 17-2-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-1A of the said Act, the Central Government hereby notifies the undertaking being, developed and being maintained and operated by M/s. Meenakshi Infrastructures Private Limited, Hyderabad, as an industrial park for the purposes of the said clause (iii).

[Notification No. 212/2006/F. No. 178/72/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Meenakshi Infrastructures Private Limited, Hyderabad.

- I. (i) Name of the Industrial Undertaking : M/s. Meenakshi Infrastructures Private Limited
- (ii) Proposed location : 'E-Park' at Survey No. 5, 15, 17, Kondapur Village, Serilingampally, Rangareddy District, Andhra Pradesh
- (iii) Area of Industrial Park : 48,613.58 Square Meters.
- (iv) Proposed activities

Nature of Industrial Activity with NIC Code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	8	89	892	—	Data Processing, software development and computer consultancy services
B	8	89	893	—	Business and management consultancy activities
C	8	89	894	—	Architectural and engineering and other technical consultancy activities
D	8	89	895	—	Technical testing and analysis services.

- (v) Percentage of allocable area earmarked for industrial use : 90.07%
- (vi) Percentage of allocable area earmarked for commercial use : 9.93%
- (vii) Minimum number of industrial units : 30 Units
- (viii) Total investments proposed : 75 crores (Amount in Rupees)
- (ix) Investment on built up space for Industrial use : 32 crores (Amount in Rupees).
- (x) Investment on Infrastructure: 61.80 crores Development including investment on built up space for industrial use (Amount in Rupees)
- (xi) Proposed date of commencement of the Industrial Park : September, 2005

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S.O. 354(E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more state or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Meenakshi Infrastructures Private Limited shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80IA of the Income-Tax Act, 1961.

9. The approval will be invalid and M/s. Meenakshi Infrastructures Private Limited shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains 'wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the industrial park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Meenakshi Infrastructures Private Limited, Hyderabad, transfers the operation and maintenance of the industrial park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Meenakshi Infrastructures Private Limited, Hyderabad, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

नई दिल्ली, 21 अगस्त, 2006

(आयकर)

का.आ. 3467.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ) के ज़रिए भारत सरकार, वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स रोमा बिल्डर्स प्राइवेट लिमिटेड जिसका पंजीकृत कार्यालय 514, डालामल टावर्स, 211 नरीमन प्वाइंट, मुम्बई-400021 में है, 'रोमा बिल्डर्स इंडस्ट्रियल पार्क' नाम से सर्वे सं. 147/5/1(पी), 147/2, 3, 4, 5/27, 148, 150, 154/2, 281/2ए, 2बी, 2सी, 2/डी, थाणे महाराष्ट्र-400607 में एक औद्योगिक पार्क का विकास किया है ;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 15-02-2006 के पत्र सं. 15/63/04-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

इसलिए, अब, उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स रोमा बिल्डर्स प्राइवेट लिमिटेड द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 214/2006/फा.सं. 178/37/2005-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

अनुबंध

नियम एवं शर्तें जिन पर भारत सरकार ने मैसर्स रोमा बिल्डर्स प्राइवेट लिमिटेड, मुम्बई द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया गया है ।

1. (i) औद्योगिक उपक्रम का नाम : रोमा बिल्डर्स प्राइवेट लिमिटेड
- (ii) प्रस्तावित स्थान : 'रोमा बिल्डर्स इंडस्ट्रियल पार्क', सर्वे सं. 147/5/1(पी), 147/2, 3, 4, 5/27, 148, 150, 154/2, 281/2ए, 2बी, 2सी, 2/डी, थाणे, महाराष्ट्र-400 607

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण कार्यकलाप
ख	4	-	-	-	बिजली, गैस और पानी
ग	7	75	-	-	संचार सेवाएं
घ	8	89	892	-	डाटा प्रोसेसिंग, साफ्टवेयर विकास तथा कम्प्यूटर कंसल्टैंसी सेवाएं
ङ	8	89	893	-	कारोबार तथा प्रबंधन कंसल्टैंसी कार्यकलाप
च	8	89	894	-	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसल्टैंसी कार्यकलाप
छ	8	89	895	-	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

(iii) औद्योगिक पार्क का क्षेत्रफल : 9685.99 वर्ग मीटर

(iv) प्रस्तावित कार्यकलाप

(v) औद्योगिक उपयोग के लिए प्रस्तावित आवंटनीय क्षेत्र का प्रतिशत : 91.30%

(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : 8.70%

(vii) औद्योगिक यूनिटों की न्यूनतम संख्या : 15 यूनिटें

(viii) प्रस्तावित कुल निवेश (राशि रुपए में) : 16,49,93,642.92

(ix) औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में) : 9,84,11,033.11

(x) अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में) : 15,25,89,243.17

(xi) औद्योगिक पार्क के आरंभ : 13 दिसम्बर, 2002 होने की प्रस्तावित तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354 (अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स रोमा बिल्डर्स प्राइवेट लिमिटेड, मुम्बई उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अंतर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स रोमा बिल्डर्स प्राइवेट लिमिटेड, मुम्बई ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स मैसर्स रोमा बिल्डर्स प्राइवेट लिमिटेड, मुम्बई (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपयुक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपयुक्त अनुमोदन को वापस ले सकती है यदि मैसर्स मैसर्स रोमा बिल्डर्स प्राइवेट लिमिटेड, मुम्बई औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 21st August, 2006

(INCOME TAX)

S.O. 3467.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industry Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Roma Builders Private Limited, having registered office at 514, Dalamal Towers, 211 Nariman Point, Mumbai-400021, is developing an Industrial Park namely, 'Roma Builders Industrial Park' at Survey No. 147/5/1(p), 147/2, 3, 4, 5/27, 148, 150, 154/2, 281/2A, 2B, 2/C, 2/D, Thane, Maharashtra-400 607;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/63/04-IP & ID dated 15-2-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, developed and being maintained and operated by M/s. Roma Builders Private Limited, Mumbai, as an industrial park for the purposes of the said clause (iii).

[Notification No: 214/2006/F, No. 178/37/2005-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Roma Builders Private Limited, Mumbai.

1. (i) Name of the Industrial Undertaking : Roma Builders Private Limited

(ii) Proposed location : Roma Builders Industrial Park, Survey No. 147/5/1(P), 147/2, 3, 4, 5/27, 148, 150, 154/2, 281/2A, 2B, 2/C, 2/D, Thane, Maharashtra-400 607

Nature of Industrial activity with NIC Code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	2 & 3	—	—	—	Manufacturing.
B	4	—	—	—	Electricity, Gas & Water.
C	7	75	—	—	Communication services.
D	8	89	892	—	Data Processing, software development and computer consultancy services.
E	8	89	893	—	Business and management consultancy activities.
F	8	89	894	—	Architectural and engineering and other technical consultancy activities.
G	8	89	895	—	Technical testing and analysis services.

(iii) Area of Industrial Park : 9685.99 Square Meters

(iv) Proposed activities

(v) Percentage of allocable area earmarked for industrial use : 91.30%

(vi) Percentage of allocable area earmarked for commercial use : 8.70%

(vii) Minimum number of industrial units : 15 units

(viii) Total investments proposed (Amount in Rupees) : 16,49,93,642.92

(ix) Investment on built up space for industrial use (Amount in Rupees) : 9,84,11,033.11

(x) Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 15,25,89,243.17

(xi) Proposed date of Commencement of the Industrial Park : 13th December, 2002

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development

including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in Force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Roma Builders Private Limited, Mumbai, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80-1A of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4 (iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Roma Builders Private Limited, Mumbai, shall be solely responsible for any repercussions of such invalidity, if

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

(ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Roma Builders Private Limited, Mumbai, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Roma Builders Private Limited, Mumbai, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 21 अगस्त, 2006

(आयकर)

का.आ. 3468.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते

हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है;

और, जबकि, मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कारपोरेशन लिमिटेड जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, आई आई डी केन्द्र, कलाडवास, जिला उदयपुर, राजस्थान-313003 में एक औद्योगिक पार्क का विकास कर रही है;

और, जबकि, केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 27-9-2002 के पत्र सं. 15/85/05-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

अब, इसलिए, उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है।

[अधिसूचना सं. 215/2006/फा. सं. 178/05/2006-आ.क.नि.-I]

दीपक गर्ग, अवर सचिव

अनुबंध

शर्तों जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है।

1. (i) औद्योगिक उपक्रम का नाम : मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कारपोरेशन लिमिटेड

(ii) प्रस्तावित स्थान : आई आई डी केन्द्र, कलाडवास, जिला उदयपुर, राजस्थान-313 003

(iii) औद्योगिक पार्क का क्षेत्रफल : 171.09 एकड़

(iv) प्रस्तावित कार्यकलाप

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एंड 3	—	—	—	बिनिर्माण कार्यकलाप

- (v) औद्योगिक उपयोग के लिए : 97.62%
प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत
- (vi) वाणिज्यिक उपयोग के लिए : 2.38%
निर्धारित भूमि का प्रतिशत
- (vii) औद्योगिक यूनिटों की : 243 यूनिटें
न्यूनतम संख्या
- (viii) प्रस्तावित कुल निवेश (राशि : 664.37 लाख
रुपए में)
- (ix) औद्योगिक उपयोग के लिए : शून्य
निर्मित स्थान पर निवेश
(राशि रुपए में)
- (x) अवसंरचनात्मक विकास पर : 598.96 लाख
निवेश जिसमें औद्योगिक
उपयोग के लिए निर्मित स्थान
पर निवेश भी शामिल है
(राशि रुपए में)
- (xi) औद्योगिक पार्क के आरंभ : 01-05-2001
होने की प्रस्तावित तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कॉलम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है। मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 21st August, 2006

(INCOME-TAX)

S.O. 3468.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notification of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park, at IID Centre, Kaladwas, District Udaipur, Rajasthan-313003;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/85/05-IP & ID dated 27-9-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purpose of the said clause (iii).

[Notification No. 215/2006/F. No. 178/05/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited.
- (ii) Proposed location : IID Centre, Kaladwas, District: Udaipur, Rajasthan-313 003
- (iii) Area of Industrial Park : 171.09 acres.
- (iv) Proposed activities

Nature of Industrial activity with NIC Code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	2 & 3	—	—	—	Manufacturing
(v)	Percentage of allocable area earmarked for industrial use	:	97.62%	(xi)	Proposed date of Commencement of the Industrial Park : 01-05-2001
(vi)	Percentage of allocable area earmarked for commercial use	:	2.38%		
(vii)	Minimum number of industrial units	:	243 Units		
(viii)	Total investments proposed (Amount in Rupees)	:	664.37 lakhs		
(ix)	Investment on built up space for industrial use (Amount in Rupees)	:	Nil		
(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	598.96 lakhs		

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4 (iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 22 अगस्त, 2006

(आयकर)

का.आ. 3469.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा, 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ), के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कारपोरेशन लि. जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, औद्योगिक क्षेत्र जादरी फालना (आई आई डी केन्द्र), पाली, राजस्थान-306 401 में एक औद्योगिक पार्क का विकास कर रहा है ;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 24-10-2005 के पत्र सं. 15/101/05-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

इसलिए अब उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इनवेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुमोदित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 217/2006/फा: सं. 178/22/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

नियम एवं शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क की गठित किए जाने हेतु अनुमोदन प्रदान किया है।

फालना (आई आई डी केंद्र), फाली, राजस्थान-306 401

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि. जयपुर

(iii) औद्योगिक पार्क का क्षेत्रफल : 127.45 एकड़

(ii) प्रस्तावित स्थान : औद्योगिक क्षेत्र जादरी

(iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण कार्यकलाप
(v)	औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत	: 90.09%			<p>3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।</p> <p>4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।</p> <p>5. आवश्यक अनुमोदनों, जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।</p> <p>6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।</p> <p>7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., जयपुर उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।</p> <p>8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है</p>
(vi)	वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत	: 9.91%			
(vii)	औद्योगिक यूनिटों की प्रस्तावित संख्या	: 30 यूनिटें			
(viii)	प्रस्तावित कुल निवेश (राशि रुपए में)	: 4,33,00,000/-			
(ix)	औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश (राशि रुपए में)	: शून्य			
(x)	अवसंरचनात्मक विकास पर निवेश जिसमें औद्योगिक उपयोग के लिए निर्मित स्थान पर निवेश भी शामिल है (राशि रुपए में)	: 3,69,19,000/-			
(xi)	औद्योगिक पार्क के आरंभ होने की प्रस्तावित तिथि	: 31-3-2006			
<p>2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।</p>					

तो आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., जयपुर ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/ सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है। मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 22nd August, 2006

(INCOME-TAX)

S.O. 3469.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy

and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park, at Industrial Area Zadri Falna (IID Centre), Pali, Rajasthan-306 401;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/101/05-IP & ID dated 24-10-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an Industrial Park for the purposes of the said clause (iii).

[Notification No. 217/2006/F. No. 178/22/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.
- (ii) Proposed location : Industrial Area Zadri Falna (IID Centre), Pali, Rajasthan-306 401.
- (iii) Area of Industrial Park : 127.45 acres.
- (iv) Proposed activities

Nature of Industrial activity with NIC Code

S. No.	NIC Code				Description
	Section	Division	Group	Class	
A	2 & 3	—	—	—	Manufacturing activities
(v)	Percentage of allocable area earmarked for industrial use	:	90.09%		<p>5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.</p> <p>6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1(vii) of this Notification; are located in the Industrial Park.</p> <p>7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.</p> <p>8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1(xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4(iii) of Section 80-IA of the Income-tax Act, 1961.</p> <p>9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur shall be solely responsible for any repercussions of such invalidity, if</p> <p>(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.</p> <p>(ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.</p> <p>10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.</p>
(vi)	Percentage of allocable area earmarked for commercial use	:	9.91%		
(vii)	Minimum number of industrial units	:	30 Units		
(viii)	Total investments proposed (Amount in Rupees)	:	Rs. 4,33,00,000/-		
(ix)	Investment on built up space for industrial use (Amount in Rupees)	:	Nil		
(x)	Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees)	:	Rs. 3,69,19,000/-		
(xi)	Proposed date of Commencement of the Industrial Park	:	31-3-2006		

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E), dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 22 अगस्त, 2006

(आयकर)

का.आ. 3470.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ), दिनांक 30 मार्च, 1999 के ज़रिए तथा 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354(अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि., जयपुर जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302 005 में है, बलोतरा तृतीय फेज

विस्तार, जिला बाड़मेर, राजस्थान में एक औद्योगिक पार्क का विकास कर रही है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 27-09-2005 के पत्र सं. 15/88/2005-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क अनुमोदित किया है;

इसलिए अब उक्त अधिनियम की धारा 80 झ क की उप-धारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 218/2006/फा. सं. 178/26/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

नियम एवं शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लिमिटेड, जयपुर द्वारा औद्योगिक पार्क को गठित किए जाने हेतु अनुमोदन प्रदान किया गया है ।

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि.
- (ii) प्रस्तावित स्थान : बलोतरा तृतीय फेज विस्तार, जिला बाड़मेर, राजस्थान
- (iii) औद्योगिक पार्क का कुल क्षेत्रफल : 49.61 एकड़
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 एंड 3	—	—	—	विनिर्माण कार्यकलाप

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 100%

(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : शून्य

(vii) औद्योगिक यूनिटों की न्यूनतम संख्या : 83 यूनिटें

(viii) प्रस्तावित कुल निवेश (राशि : 157.88 लाख रुपए में)

(ix) औद्योगिक उपयोग के लिए : शून्य
निर्मित स्थान पर निवेश
(राशि रुपए में)

(x) अवसंरचनात्मक विकास पर : 143.88 लाख
निवेश जिसमें औद्योगिक
उपयोग के लिए निर्मित स्थान
पर निवेश भी शामिल है
(राशि रुपए में)

(xi) औद्योगिक पार्क के आरंभ : 01-04-2004
होने की प्रस्तावित तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि., जयपुर उस अवधि के दौरान औद्योगिक पार्क का

प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उप-धारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि., जयपुर ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/ सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि., जयपुर (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपयुक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कारपोरेशन लि., जयपुर औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 22nd August, 2006

(INCOME-TAX)

S. O. 3470.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial Park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industry Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhawan, Tilak Marg, Jaipur-302005 is developing an Industrial Park, at Balotra III Phase Extn., District Barmer, Rajasthan;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/88/05-IP & ID dated 27-09-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an Industrial Park for the purposes of the said clause (iii).

[Notification No. 218/2006/F. No. 178/26/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited
- (ii) Proposed location : Balotra III Phase Extn., District Barmer, Rajasthan.
- (iii) Area of Industrial Park : 49.61 acres
- (iv) Proposed activities

Nature of Industrial activity with NIC code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	2&3	—	—	—	Manufacturing.

- (v) Percentage of allocable area earmarked for industrial use : 100%
- (vi) Percentage of allocable area earmarked for commercial use : Nil
- (vii) Minimum number of industrial units : 83 Units
- (viii) Total investments proposed (Amount in Rupees) : 157.88 lakhs
- (ix) Investment on built up space for industrial use (Amount in Rupees) : Nil
- (x) Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 143.88 lakhs
- (xi) Proposed date of commencement of the Industrial Park : 01-04-2004

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in Force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4 (iii) of Section 80IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, shall be solely responsible for any repercussion of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which

benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 22 अगस्त, 2006

(आयकर)

का.आ. 3471.--जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा, 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का. आ. 354 (अ), के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड, कंस्ट्रक्शन हाउस-ए, 24वां, रोड, खार (प.), मुम्बई-400 052, मिडस्पेस सैबराबाद, सर्वे सं. 64(भाग), ए पी आई आई सी सॉफ्टवेयर लेआउट, वी. एस. एन. एल. बिल्डिंग, हाइटेक सिटी, माधापुर, हैदराबाद, आन्ध्र प्रदेश-500081 में एक औद्योगिक पार्क का विकास कर रही है ;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 24-11-2004 के पत्र सं. 15/38/2004-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड, मुम्बई, द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 220/2006/का. सं. 178/14/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

नियम एवं शर्तें जिन पर भारत सरकार ने मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड, मुम्बई, द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है।

1. (i) औद्योगिक उपक्रम का नाम : मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड,
- (ii) प्रस्तावित स्थान : मिडस्पेस सेबराबाद, सर्वे सं. 64(भाग), ए पी आई आई सी सॉफ्टवेयर लेआउट, वी एस एन एल बिल्डिंग से आगे, हाईटेक सिटी, माधापुर, हैदराबाद, आन्ध्र प्रदेश-500081
- (iii) औद्योगिक पार्क का क्षेत्रफल : 1,32,851.81 वर्ग मीटर
1,18,731 वर्ग मीटर
(आबंटनीय क्षेत्र)
- (iv) प्रस्तावित कार्यकलाप :

- (v) औद्योगिक उपयोग के लिए : 90%
प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत
- (vi) वाणिज्यिक उपयोग के लिए : 10%
निर्धारित भूमि का प्रतिशत
- (vii) औद्योगिक यूनिटों की : 30 यूनिट
प्रस्तावित संख्या
- (viii) प्रस्तावित कुल निवेश (राशि : 314 करोड़
रुपए में)
- (ix) औद्योगिक उपयोग के लिए : 275.49 करोड़
निर्मित स्थान पर निवेश
(राशि रुपए में)
- (x) अवसंरचनात्मक विकास पर : 293.37 करोड़
निवेश जिसमें औद्योगिक
उपयोग के लिए निर्मित स्थान
पर निवेश भी शामिल है
(राशि रुपए में)
- (xi) औद्योगिक पार्क के आरंभ : 31-1-2006
होने की प्रस्तावित तिथि

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	2 और 3	-	-	-	विनिर्माण कार्यकलाप
ख	4	-	-	-	बिजली, गैस और पानी
ग	7	75	-	-	संचार सेवाएं
घ	8	89	892	-	डाटा प्रोसेसिंग, साफ्टवेयर विकास तथा कम्प्यूटर कंसल्टेंट्स सेवाएं
ङ	8	89	893	-	कारोबार तथा प्रबंधन कंसल्टेंट्स कार्यकलाप
च	8	89	894	-	वास्तुशिल्पीय तथा इंजीनियरी एवं अन्य तकनीकी कंसल्टेंट्स कार्यकलाप
छ	8	89	895	-	तकनीकी परीक्षण एवं विश्लेषण सेवाएं

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. संरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक

कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल है, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा 1 (vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड, उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अन्तर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड, ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

- (i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।
- (ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड, (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गती उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल उन शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसके लिए इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है मैसर्स के. रहेजा आई टी पार्क (हैदराबाद) प्राइवेट लिमिटेड, औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 22nd August, 2006

(INCOME-TAX)

S.O. 3471.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for Industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. K. Raheja IT Park (Hyderabad) Private Limited, Construction House-A, 24th Road, Khar (W), Mumbai-400 052, is developing an Industrial Park at Mindspace Cyberabad, Survey No. 64 (Part), APIIC Software Layout, Next to VSNL Building, Hitech City, Madhapur, Hyderabad, Andhra Pradesh-500 081;

And whereas the Central Government has approved the said Industrial Park vide Ministry of Commerce and Industry letter No. 15/38/04-IP & ID dated 24-11-2004 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and maintained and operated by M/s. K. Raheja IT Park (Hyderabad) Private Limited, Mumbai, as an Industrial Park for the purposes of the said clause (iii).

[Notification No. 220/2006/F. No. 178/14/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an Industrial Park by M/s. K. Raheja IT Park (Hyderabad) Private Limited, Mumbai.

1. (i) Name of the : K. Raheja IT Park
Industrial (Hyderabad) Private
Development Limited
& Investment
- (ii) Proposed location : Mindspace Cyberabad,
Survey No. 64(Part),
APIIC Software Layout,
Next to VSNL Bldg.,
Hitech City, Madhapur,
Hyderabad,
Andhra Pradesh-500 081
- (iii) Area of Industrial : 1,32,851.81 Sq. Meters
Park 1,18,731 Sq. Meters
(allocable area)

(iv) Proposed activities

Nature of Industrial activity with NIC code

S. No.	NIC Code				Description
	Section	Division	Group	Class	
A	3	—	—	—	Manufacturing
B	4	—	—	—	Electricity Gas and Water
C	7	75	—	—	Communication services
D	8	89	892	—	Data Processing, Software Development and Computer Consultancy Services
E	8	89	893	—	Business and management consultancy activities
F	8	89	894	—	Architectural and engineering and other technical consultancy activities
G	8	89	895	—	Technical testing and analysis services.

(v) Percentage of allocable area earmarked for industrial use : 90%

(vi) Percentage of allocable area earmarked for commercial use : 10%

(vii) Minimum number of industrial units : 30 units

(viii) Total investments proposed (Amount in Rupees) : 314 crores

(ix) Investment on built up space for industrial use (Amount in Rupees) : 275.49 crores

(x) Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 293.37 crores

(xi) Proposed date of commencement of the Industrial Park : 31-1-2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty

per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. K. Raheja IT Park (Hyderabad) Private Limited, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4 (iii) of Section 80A of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. K. Raheja IT Park (Hyderabad) Private Limited, shall be solely responsible for any repercussions of such invalidity, if

(i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.

(ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. K. Raheja IT Park (Hyderabad) Private Limited, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case K. Raheja IT Park (Hyderabad) Private Limited, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 21 अगस्त, 2006

(आयकर)

का.आ. 3472.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193(अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा, 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ), के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड, प्लॉट ए-3, ब्लॉक जी पी, सेक्टर V, साल्ट लेक इलेक्ट्रॉनिक्स कॉम्प्लेक्स, कोलकाता-700091, नार्थ 24 परगना, वेस्ट बंगाल में एक औद्योगिक पार्क का विकास कर रही है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित नियम और शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 3-6-2002 के पत्र सं. 15(6)/2002-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

इसलिए अब उक्त अधिनियम की धारा 80 झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड, कोलकाता, द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 213/2006/फा. सं. 178/81/2005-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

नियम एवं शर्तें जिन पर भारत सरकार ने मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड कोलकाता, द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया है ।

1. (i) औद्योगिक उपक्रम का नाम : मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड,
- (ii) प्रस्तावित स्थान : नार्थ 24 परगना, वेस्ट बंगाल
- (iii) औद्योगिक पार्क क्षेत्रफल : 34500 वर्ग मीटर
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता					विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी	
क	8	89	892	-	डाटा प्रोसेसिंग साफ्टवेयर डेवलपमेंट एंड कम्प्यूटर कन्सेल्टेंसी सेवाएं
ख	7	75	752	-	टेलिफोन कम्युनिकेशन सेवाएं

(v) औद्योगिक उपयोग के लिए प्रस्तावित आबंटनीय क्षेत्र का प्रतिशत : 92%

(vi) वाणिज्यिक उपयोग के लिए निर्धारित भूमि का प्रतिशत : 8%

(vii) औद्योगिक यूनिटों की प्रस्तावित संख्या : 32 यूनिट

(viii) प्रस्तावित कुल निवेश (राशि रुपए में) : 80.00 करोड़

(ix) औद्योगिक उपयोग के लिए : 45.30 करोड़
निर्मित स्थान पर निवेश
(राशि रुपए में)

(x) अवसंरचनात्मक विकास पर : 75.50 करोड़
निवेश जिसमें औद्योगिक
उपयोग के लिए निर्मित स्थान
पर निवेश भी शामिल है
(राशि रुपए में)

(xi) औद्योगिक पार्क के आरंभ : 31-12-2003
होने की प्रस्तावित तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित विकास अवसंरचना पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो वाणिज्यिक दृष्टि से निर्धारणीय एवं प्रयुक्त हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप पैराग्राफ (ख) में निर्दिष्ट तालिका के कालम (2) में उल्लिखित कोई एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा उस समय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश के लिए अनुमोदन शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत कर लाभ प्राप्त हो सकते हैं।

7. मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड, कोलकाता, उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा विलम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अन्तर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड, कोलकाता, ऐसी किसी प्रतिक्रिया की अवैधता के लिए स्वयं ही जिम्मेदार होगा, यदि

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/सूचना अथवा कतिपय तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु है जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया है।

10. यदि मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड, कोलकाता, (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतरिती उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतरिती उपयुक्त हस्तांतरण के लिए अंतरणकर्ता और अंतरिती उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपयुक्त अनुमोदन को वापस ले सकती है यदि मैसर्स इनफिनिटी इंफोटेक पार्क लिमिटेड, कोलकाता, औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा इस अधिसूचना की किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देगा।

New Delhi, the 21st August, 2006

(INCOME-TAX)

S.O. 3472.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notifications of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) vide number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and vide number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Infinity Infotech Parks Limited, Plot A3, Block GP, Sector V, Salt Lake Electronics Complex, Kolkata-700 091, is developing an Industrial Park at North 24 Parganas, West Bengal;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15(6)/2002-IP & ID dated 3-6-2002 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Infinity Infotech Parks Limited, Kolkata, as an industrial park for the purposes of the said clause (iii).

[Notification No. 213/2006/F. No. 178/81/2005-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and conditions on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Infinity Infotech Parks Limited, Kolkata:

1. (i) Name of the Industrial Undertaking : Infinity Infotech Parks Limited.
- (ii) Proposed location : North 24 Parganas, West Bengal
- (iii) Area of Industrial Park : 34500 square meters
- (iv) Proposed activities

Nature of Industrial activity with NIC code					
NIC Code					Description
S. No.	Section	Division	Group	Class	
A	8	89	892	—	Data processing, software development & computer consultancy services.
B	7	75	752	—	Telephone, communication services.

- (v) Percentage of allocable area earmarked for industrial use : 92%
- (vi) Percentage of allocable area earmarked for commercial use : 8%
- (vii) Minimum number of industrial units : 32 Units
- (viii) Total investments proposed (Amount in Rupees) : 80.0 crore
- (ix) Investment on built up space for industrial use (Amount in Rupees) : 45.30 crore
- (x) Investment on infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 75.50 crore
- (xi) Proposed date of commencement of the Industrial Park : 31-12-2003

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development

including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E) dated the 1st April, 2002, shall occupy more than fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in Force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Infinity Infotech Parks Limited, Kolkata, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under Sub-section 4 (iii) of Section 80-IA of the Income-tax Act, 1961.

9. The approval will be invalid and M/s. Infinity Infotech Parks Limited, Kolkata, shall be solely responsible for any repercussions of such invalidity, if—

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Infinity Infotech Parks Limited, Kolkata, transfers the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Infinity Infotech Parks Limited, Kolkata, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the Industrial Park.

नई दिल्ली, 22 अगस्त, 2006

(आयकर)

का.आ. 3473.—जबकि आयकर अधिनियम, 1961 (1961 का 43) (यहां आगे उक्त अधिनियम कहा गया है) की धारा 80-झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते

हुए, केन्द्र सरकार ने 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2002 को समाप्त होने वाली अवधि के लिये संख्या का.आ. 193 (अ) दिनांक 30 मार्च, 1999 के ज़रिए तथा, 1 अप्रैल, 1997 से शुरू होकर तथा 31 मार्च, 2006 को समाप्त अवधि के लिए संख्या का.आ. 354 (अ), दिनांक 1 अप्रैल, 2002 के ज़रिए भारत सरकार वाणिज्य और उद्योग मंत्रालय (औद्योगिक नीति और संवर्धन विभाग) की अधिसूचनाओं द्वारा औद्योगिक पार्क की योजना निर्मित और अधिसूचित की है ;

और जबकि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि. जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005 में है, मेवाड़ इंडस्ट्रियल एरिया (विस्तार), उदयपुर, राजस्थान में एक औद्योगिक पार्क का विकास कर रही है;

और जबकि केन्द्र सरकार ने इस अधिसूचना के अनुबंध में उल्लिखित शर्तों के अधीन वाणिज्य तथा उद्योग मंत्रालय के दिनांक 19-9-2005 के पत्र सं. 15/86/05-आई पी एंड आई डी के अन्तर्गत उक्त औद्योगिक पार्क को अनुमोदित किया है ;

अब इसलिए उक्त अधिनियम की धारा 80-झ क की उपधारा (4) के खंड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उक्त खंड (iii) के प्रयोजनार्थ औद्योगिक पार्क के रूप में मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड, जयपुर द्वारा विकसित तथा अनुरक्षित एवं प्रचालित किए जा रहे उक्त उपक्रम को अधिसूचित करती है ।

[अधिसूचना सं. 219/2006/फा. सं. 178/6/2006-आ.क.नि.-1]

दीपक गर्ग, अवर सचिव

अनुबंध

नियम एवं शर्तें जिन पर भारत सरकार ने मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि. जयपुर द्वारा औद्योगिक पार्क गठित किए जाने हेतु अनुमोदन प्रदान किया गया है :

1. (i) औद्योगिक उपक्रम का नाम : राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लिमिटेड
- (ii) प्रस्तावित स्थान : मेवाड़ इंडस्ट्रियल एरिया (विस्तार) उदयपुर, राजस्थान-313003
- (iii) औद्योगिक पार्क का कुल क्षेत्रफल : 58.00 एकड़
- (iv) प्रस्तावित कार्यकलाप :

एन आई सी संहिता के साथ औद्योगिक कार्यकलाप का स्वरूप

एन आई सी संहिता				विवरण
क्रम सं.	अनुभाग	प्रभाग	समूह	श्रेणी
क	2 एंड 3	-	-	-
				विनिर्माण कार्यकलाप

- (v) औद्योगिक उपयोग के लिए : 88.61%
प्रस्तावित अवसंरचना क्षेत्र का प्रतिशत
- (vi) वाणिज्यिक उपयोग के लिए : 5.74%
निर्धारित भूमि का प्रतिशत
- (vii) औद्योगिक यूनिटों की : 85 यूनिट
न्यूनतम संख्या
- (viii) प्रस्तावित कुल निवेश (राशि : 515.00 लाख
रुपए में)
- (ix) औद्योगिक उपयोग के लिए : शून्य
निर्मित स्थान पर निवेश
(राशि रुपए में)
- (x) अवसंरचनात्मक विकास पर : 515.00 लाख
निवेश जिसमें औद्योगिक
उपयोग के लिए निर्मित स्थान
पर निवेश भी शामिल है
(राशि रुपए में)
- (xi) औद्योगिक पार्क के आरंभ : जनवरी, 2006
होने की प्रस्तावित तिथि

2. किसी औद्योगिक पार्क में अवसंरचना विकास पर न्यूनतम निवेश कुल परियोजना लागत के 50% से कम नहीं होगा। ऐसे औद्योगिक पार्क जो औद्योगिक उपयोग के लिए निर्मित स्थल प्रदान करता है, के मामले में औद्योगिक स्थल के निर्माण कार्य की लागत सहित अवसंरचना विकास पर न्यूनतम खर्च कुल परियोजना लागत के 60% से कम नहीं होगा।

3. अवसंरचना विकास में सड़क (सम्पर्क सड़क सहित), जलापूर्ति तथा सीवरेंज, दूषित जल शोधन सुविधा, टेलिकॉम नेटवर्क, विद्युत उत्पादन एवं वितरण, वातानुकूलन तथा ऐसी अन्य सुविधाएं जो औद्योगिक कार्यकलाप हेतु सामान्य उपयोग के लिए हैं जो निर्धारणीय हैं एवं वाणिज्यिक दृष्टि से उपलब्ध कराई जाती हैं।

4. दिनांक 1 अप्रैल, 2002 की का.आ. 354(अ) के पैराग्राफ 6 के उप-पैराग्राफ (ख) में निर्दिष्ट शर्तिका के कालम (2) में उल्लिखित कोई भी एकल इकाई किसी औद्योगिक पार्क के लिए नियत औद्योगिक क्षेत्र का 50% से अधिक हिस्सा धारित नहीं करेगी। इस प्रयोजनार्थ किसी इकाई का आशय एक या एक से अधिक राज्य अथवा केन्द्रीय कर कानून के प्रयोजन के लिए किसी अलग तथा भिन्न कम्पनी से है।

5. आवश्यक अनुमोदनों जिनमें विदेशी निवेश संवर्धन बोर्ड अथवा भारतीय रिजर्व बैंक अथवा यथासमय प्रवृत्त किसी कानून के अन्तर्गत विनिर्दिष्ट किसी प्राधिकरण के द्वारा विदेशी प्रत्यक्ष निवेश अथवा अनिवासी भारतीय निवेश भी शामिल हैं, को प्रवृत्त नीति तथा प्रक्रियाओं के अनुसार अलग से लिया जाएगा।

6. इस अधिसूचना के पैरा (1)(vii) में विनिर्दिष्ट संख्या में इकाइयों के औद्योगिक पार्क में अवस्थित होने के उपरान्त ही इस अधिनियम के अन्तर्गत लाभ प्राप्त हो सकते हैं।

7. मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., उस अवधि के दौरान औद्योगिक पार्क का प्रचालन जारी रखेगा जिस अवधि में आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा (4) के खंड (iii) के अन्तर्गत लाभ लिए जाने हैं।

8. यदि उक्त औद्योगिक पार्क के आरंभ होने में इस अधिसूचना के पैरा 1(xi) में निर्दिष्ट तिथि से एक वर्ष से ज्यादा कालम्ब होता है तो आयकर अधिनियम, 1961 की धारा 80 झ क की उपधारा 4 (iii) के अंतर्गत लाभ प्राप्त करने के लिए औद्योगिक पार्क योजना, 2002 के अन्तर्गत नया अनुमोदन प्राप्त करना अपेक्षित होगा।

9. यह अनुमोदन अवैध रहेगा और मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., ऐसी किसी अवैधता की प्रतिक्रिया के लिए स्वयं ही जिम्मेदार होगा, यदि :

(i) आवेदन पत्र जिसके आधार पर केन्द्र सरकार द्वारा अनुमोदन प्रदान किया गया है, में गलत सूचना/त्रुटिपूर्ण सूचना अथवा कल्पित तथ्यपरक सूचना न दी गई हो।

(ii) यह उक्त औद्योगिक पार्क की अवस्थिति हेतु हो जिसके लिए अनुमोदन किसी अन्य उपक्रम के नाम में पहले ही प्रदान किया गया हो।

10. यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., (अर्थात् अन्तरणकर्ता उपक्रम) औद्योगिक पार्क का प्रचालन और अनुरक्षण किसी दूसरे उपक्रम (अर्थात् अंतर्गते उपक्रम) को हस्तांतरित करेगा तो अंतरणकर्ता और अंतर्गते उपर्युक्त हस्तांतरण के लिए अंतरणकर्ता और अंतर्गते उपक्रम के बीच निष्पादित करार की प्रति के साथ औद्योगिक सहायता सचिवालय, औद्योगिक नीति और संवर्धन विभाग, उद्योग भवन, नई दिल्ली-11 की उद्यमशीलता सहायता यूनिट को संयुक्त रूप से सूचित करेंगे।

11. इस अधिसूचना में उल्लिखित शर्तों के साथ-साथ औद्योगिक पार्क स्कीम, 2002 में शामिल शर्तों का अनुपालन उस अवधि के दौरान किया जाना चाहिए जिसमें इस स्कीम के अंतर्गत लाभ प्राप्त किए जाने हैं। केन्द्र सरकार उपर्युक्त अनुमोदन को वापस ले सकती है यदि मैसर्स राजस्थान स्टेट इंडस्ट्रियल डेवलपमेंट एंड इन्वेस्टमेंट कार्पोरेशन लि., औद्योगिक पार्क स्कीम, 2002 में विहित शर्तों अथवा किसी भी शर्त के अनुपालन में असफल रहता है।

12. केन्द्र सरकार के अनुमोदन के बिना प्रोजेक्ट प्लान में किया गया कोई भी संशोधन अथवा भविष्य में पता लगना अथवा किसी ठोस तथ्य का उद्घाटन करने में आवेदक का असफल रहना, औद्योगिक पार्क के अनुमोदन को अवैध बना देना।

New Delhi, the 22nd August, 2006

(INCOME-TAX)

S.O. 3473.—Whereas the Central Government in exercise of the powers conferred by clause (iii) of Sub-section (4) of Section 80-IA of the Income-tax Act, 1961 (43 of 1961) (hereinafter referred to as the said Act), has framed and notified a scheme for industrial park, by the notification of the Government of India in the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) *vide* number S.O. 193(E), dated the 30th March, 1999, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2002 and *vide* number S.O. 354(E) dated the 1st day of April, 2002, for the period beginning on the 1st day of April, 1997 and ending on the 31st day of March, 2006;

And whereas M/s. Rajasthan State Industrial Development & Investment Corporation Limited, having registered office at Udyog Bhavan, Tilak Marg, Jaipur-302005, is developing an Industrial Park at Mewar Industrial Area (Extn.), Udaipur, Rajasthan-313003;

And whereas the Central Government has approved the said Industrial Park *vide* Ministry of Commerce and Industry letter No. 15/86/04-IP & ID dated 19-9-2005 subject to the terms and conditions mentioned in the annexure to this notification;

Now, therefore, in exercise of the powers conferred by clause (iii) of sub-section (4) of Section 80-IA of the said Act, the Central Government hereby notifies the undertaking, being developed and being maintained and operated by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, as an industrial park for the purpose of the said clause (iii).

[Notification No. 219/2006/F.No. 178/6/2006-ITA-I]

DEEPAK GARG, Under Secy.

ANNEXURE

The terms and condition on which the approval of the Government of India has been accorded for setting up of an industrial park by M/s. Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur.

1. (i) Name of the Industrial Undertaking : Rajasthan State Industrial Development & Investment Corporation Limited,
- (ii) Proposed location : Mewar Industrial Area (Extn.) Udaipur, Rajasthan-313003
- (iii) Total area of Industrial park : 58.00 acres
- (iv) Proposed activities

Nature of Industrial activity with NIC code

NIC Code					Description
S. No.	Section	Division	Group	Class	
A	2&3	—	—	—	Manufacturing.

- (v) Percentage of allocable area earmarked for industrial use : 88.61%
- (vi) Percentage of allocable area earmarked for commercial use : 5.74%
- (vii) Minimum number of industrial units : 85 Units
- (viii) Total investments proposed (Amount in Rupees) : 515.00 lakhs
- (ix) Investment on built up space for industrial use (Amount in Rupees) : Nil
- (x) Investment on Infrastructure Development including investment on built up space for industrial use (Amount in Rupees) : 515.00 lakhs
- (xi) Proposed date of Commencement of the Industrial Park : January, 2006

2. The minimum investment on infrastructure development in an Industrial Park shall not be less than 50% of the total project cost. In the case of an Industrial Park which provides built-up space for industrial use, the minimum expenditure on infrastructure development including cost of construction of industrial space, shall not be less than 60% of the total project cost.

3. Infrastructure development shall include, roads (including approach roads), water supply and sewerage, common effluent treatment facility, telecom network, generation and distribution of power, air-conditioning and such other facilities as are for common use for industrial activity which are identifiable and are provided on commercial terms.

4. No single unit referred to in column (2) of the Table given in sub-paragraph (b) of paragraph 6 of S. O. 354 (E) dated the 1st April, 2002, shall occupy more than

fifty per cent of the allocable industrial area of an Industrial Park. For this purpose a unit means any separate and distinct entity for the purpose of one and more State or Central tax laws.

5. Necessary approvals, including that for foreign direct investment or non-resident Indian investment by the Foreign Investment Promotion Board or Reserve Bank of India or any authority specified under any law for the time being in force, shall be taken separately as per the policy and procedures in force.

6. The tax benefits under the Act can be availed of only after the number of units indicated in Para 1 (vii) of this Notification, are located in the Industrial Park.

7. M/s. Rajasthan State Industrial Development & Investment Corporation Limited, shall continue to operate the Industrial Park during the period in which the benefits under clause (iii) of sub-section (4) of Section 80-IA of the Income-tax Act, 1961 are to be availed.

8. In case the commencement of the Industrial Park is delayed by more than one year from the date indicated in Para 1 (xi) of this notification, fresh approval will be required under the Industrial Park Scheme, 2002, for availing benefits under sub-section 4 (iii) of Section 80-IA of the Income Tax Act, 1961.

9. The approval will be invalid and M/s. Rajasthan State Industrial Development & Investment Corporation Limited, shall be solely responsible for any repercussions of such invalidity, if

- (i) the application on the basis of which the approval is accorded by the Central Government contains wrong information/misinformation or some material information has not been provided in it.
- (ii) it is for the location of the Industrial Park for which approval has already been accorded in the name of another undertaking.

10. In case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, transfers

the operation and maintenance of the Industrial Park (i.e., transferor undertaking) to another undertaking (i.e., the transferee undertaking), the transferor and transferee shall jointly intimate to the Entrepreneurial Assistance Unit of the Secretariat for Industrial Assistance, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi-11 along with a copy of the agreement executed between the transferor and transferee undertaking for the aforesaid transfer.

11. The conditions mentioned in this notification as well as those included in the Industrial Park Scheme, 2002 should be adhered to during the period for which benefits under this scheme are to be availed. The Central Government may withdraw the above approval in case M/s. Rajasthan State Industrial Development & Investment Corporation Limited, fails to comply with any of the conditions.

12. Any amendment of the project plan without the approval of the Central Government or detection in future, or failure on the part of the applicant to disclose any material fact, will invalidate the approval of the industrial park.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 28 अगस्त, 2006

का.आ. 3474.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों के स्थान पर इसके कालम (1) में विनिर्दिष्ट राष्ट्रीयकृत बैंकों के निदेशक के रूप में तत्काल प्रभाव से और अगला आदेश होने तक नामित करती है :-

सारणी

बैंक का नाम	प्रस्तावित व्यक्ति का नाम	विद्यमान निदेशकों के नाम
1	2	3
सिंडिकेट बैंक	श्री सालिम गंगाधरन, मुख्य महाप्रबंधक, भारतीय रिजर्व बैंक, विदेशी विनिमय विभाग, मुम्बई ।	श्री के. आर. दास
युनाइटेड बैंक आफ इंडिया	श्री विजय चुध, महाप्रबंधक, भारतीय रिजर्व बैंक, कोलकाता ।	श्रीमती सुमा वर्मा

[फा. सं. 9/18/2000-बीओ-1]

जी. बी. सिंह, उप सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 28th August, 2006

S.O. 3474.—In exercise of the powers conferred by clause (c) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act,

1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980 the Central Government, hereby nominates the persons specified in column (2) of the table below as Directors of the Nationalised Banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table, with immediate effect and until further orders :—

TABLE

Name of the Bank	Name of person proposed	Name of the existing Director
1	2	3
Syndicate Bank	Shri Salim Gangadharan, Chief General Manager, RBI, Foreign Exchange Dept., Mumbai.	Shri K.R. Das.
United Bank of India	Shri Vijay Chugh, General Manager, Reserve Bank of India, Kolkata.	Smt. Suma Varna.

[F. No. 9/18/2000-B.O.-I]

G. B. SINGH, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 24 अगस्त, 2006

का.आ. 3475.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 20 की उप-धारा (1) तथा (3) के अनुसरण में केन्द्रीय सरकार डा. एस. बी. सीवाच के स्थान पर भारतीय आयुर्विज्ञान परिषद द्वारा उसके सदस्यों में से निर्वाचित प्रोफेसर स्नेह भार्गव को 21-11-2006 तक स्नातकोत्तर चिकित्सा शिक्षा समिति के सदस्य के रूप में नियुक्त करती है और दिनांक 15-12-2001 के का. आ. 3181 के तहत भारत सरकार, स्वास्थ्य और परिवार कल्याण मंत्रालय की प्रकाशित अधिसूचना में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “केन्द्र सरकार द्वारा नामित” शीर्षक के अन्तर्गत क्रम संख्या 6 की प्रविष्टि के बाद निम्नलिखित प्रविष्टियाँ प्रतिस्थापित की जाएंगी, नामतः :—

भारतीय आयुर्विज्ञान परिषद द्वारा निर्वाचित

1. प्रोफेसर स्नेह भार्गव
ए-103, न्यू फ्रेंड्स कालोनी,
नई दिल्ली-110065

[सं. वी-11013/5/2001-एमई (नीति-1)]

के. वी. एस. राव, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 24th, August, 2006

S.O. 3475.—In pursuance of sub-section (1) and (3) of section 20 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby appoints Professor Sneh Bhargava in place of Dr. S.B. Siwach, elected by the Medical Council of India from amongst its members to be a member of the Post-Graduate Medical Education Committee up to 21-11-2006 and makes the following further amendment in the notification of the Government of India, Ministry of Health and Family Welfare published vide S.O. 3181 dated 15-12-2001, namely :—

In the said notification, after the entry against serial number 6 under the heading “Nominated by the Central Government” the following entries shall be substituted, namely :—

ELECTED BY THE MEDICAL COUNCIL OF INDIA

1. Professor Sneh Bhargava
A-103, New Friends Colony,
New Delhi-110065

[No. V-11013/5/2001-ME (Policy-I)]

K. V. S. RAO, Under Secy.

(स्वास्थ्य विभाग)

नई दिल्ली, 21 अगस्त, 2006

का.आ. 3476.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (क) के अनुसरण में तथा महाराष्ट्र सरकार के परामर्श से डॉ. पाण्डुरंग महादेवराव जाधव को इस अधिसूचना के जारी होने की तारीख से पांच वर्ष की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में मनोनीत किया गया है।

अतः अब उक्त अधिनियम की धारा 3 की उप-धारा (1)(क) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में 'धारा 3 की उप-धारा (1) के खण्ड (क) के अधीन मनोनीत' शीर्षक के अन्तर्गत क्रम संख्या 5 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां प्रतिस्थापित की जाएंगी; अर्थात् :-

"5. डा. पाण्डुरंग महादेवराव जाधव, महाराष्ट्र सरकार"
153, नन्दनवन कालोनी, छावनी,
औरंगाबाद-431002.

[सं. वी.-11013/1/2005-एमई (नीति-1)]

के. वी. एस. राव, अवर सचिव

(Department of Health)

New Delhi, the 21st August, 2006

S.O. 3476.—Whereas the Central Government, in pursuance of clause (a) of sub-section (1)(a) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Maharashtra have nominated Dr. Pandurang Mahadevrao Jhadav to be a member of the Medical Council of India for a period of five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1)(a) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :-

In the said notification, under the heading, 'Nominated under clause (a) of sub-section (1) of Section 3', for serial number 5 and the entries thereto, the following serial number and entries shall be substituted, namely :-

"5. Dr. Pandurang Mahadevrao Jhadav, Government
153, Nandanvan Colony, of
Chawani, Aurangabad-431002. Maharashtra"

[No. V-11013/1/2005-ME (Policy-1)]

K. V. S. RAO, Under Secy.

नई दिल्ली, 21 अगस्त, 2006

का.आ. 3477.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) (ख) उपबंध के अनुसरण में डॉ. सुरेश रणछोड़भाई पटानी, सदस्य, चिकित्सा संकाय, एम.एस. यूनिवर्सिटी ऑफ बड़ोदा, बड़ोदा को एम.एस. यूनिवर्सिटी

ऑफ बड़ोदा की सीनेट इस अधिसूचना के जारी होने की तारीख से पांच वर्ष की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में मनोनीत किया गया है।

अतः अब उक्त अधिनियम की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में 'धारा 3 की उप-धारा (1) के खण्ड (क) के अधीन मनोनीत' शीर्षक के अन्तर्गत क्रम संख्या 24 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां प्रतिस्थापित की जाएंगी; अर्थात् :-

"24. डॉ. सुरेश रणछोड़भाई पटानी, एम.एस. यूनिवर्सिटी
चित्रकूट, 59, ऑफ बड़ोदा"
नन्दनवन गैस आफिस के नजदीक,
बड़ोदा-390007.

[सं. वी.-11013/2/2004-एमई (नीति-1)]

के. वी. एस. राव, अवर सचिव

New Delhi, the 21st August, 2006

S.O. 3477.—Whereas in pursuance of the provision of sub-section (1)(b) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Suresh Ranchodhbhai Patani, Member of the faculty of Medicine, M.S. University of Baroda, Vadodra has been elected by the senate of the M.S. University of Baroda to be a member of the Medical Council of India for five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely:—

In the said notification, under the heading, 'Elected under clause (a) of sub-section (1) of Section 3', for serial number 24 and the entries relating thereto, the following entries shall be substituted, namely:—

"24. Dr. Suresh Ranchodhbhai Patani, M.S.
Chitrkoot, 59, University
Nr. Nandanvan Gas Office, of Baroda"
Alkapuri, Vadodara-390007.

[No. V-11013/2/2004-ME (Policy-1)]

K. V. S. RAO, Under Secy.

पर्यावरण और वन मंत्रालय

नई दिल्ली, 22 अगस्त, 2006

का.आ. 3478.—जबकि राष्ट्रीय पर्यावरण अपीलीय प्राधिकरण के किसी एक सदस्य को अध्यक्ष के कार्यों के निष्पादन के लिए प्राधिकृत करना आवश्यक हो गया है;

अतः राष्ट्रीय पर्यावरण अपीलीय प्राधिकरण अधिनियम, 1997 (1997 का 22) की धारा 13 के साथ पठित धारा 6 की उप-धारा (2) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार राष्ट्रीय पर्यावरण अपीलीय प्राधिकरण (वित्तीय एवं प्रशासनिक शक्तियाँ)

नियमावली, 1998 के अधीन वर्णित राष्ट्रीय पर्यावरण अपीलीय प्राधिकरण के अध्यक्ष हेतु विहित वित्तीय एवं प्रशासनिक शक्तियों का अध्यक्ष एवं उपाध्यक्ष की अनुपस्थिति में प्रयोग करने हेतु श्री कौशलेन्द्र प्रसाद, सदस्य राष्ट्रीय पर्यावरण अपीलीय प्राधिकरण को एतद्वारा प्राधिकृत करती है।

[फा. सं. जेड-20018/4/2005-सी पी ए]

आर. के. वैश, संयुक्त सचिव

MINISTRY OF ENVIRONMENT AND FORESTS

New Delhi, the 22nd August, 2006

S.O. 3478.—Whereas it has become necessary to authorize one of the Members of the National Environment Appellate Authority to discharge the functions of the chairperson;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 6 read with Section 13 of the National Environment Appellate Authority Act, 1997 (22 of 1997), the Central Government hereby authorizes Shri Kaushlendra Prasad, Member, National Environment Appellate Authority to exercise the financial and administrative powers of the Chairperson, National Environment Appellate Authority, as provided under the National Environment Appellate Authority (Financial and Administrative Powers) Rules, 1998 in the absence of the Chairperson and Vice-chairperson.

[F.No. Z-20018/4/2005-CPA]

R. K. VAISH, Jt. Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 17 अगस्त, 2006

का.आ. 3479.—सार्वजनिक परिसर (परिसर के अनाधिकृत रूप से मालिक बने व्यक्तियों से खाली कराना) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा उपर्युक्त अधिनियम के प्रयोजनार्थ श्री अशोक कुमार महतो, विश्व-भारती को सरकार के राजपत्रित अधिकारी के समकक्ष सम्पदा अधिकारी के रूप में नियुक्त करती है तथा निदेश देती है कि उपर्युक्त अधिकारी पश्चिम बंगाल राज्य में बोरभूम जिले तथा कोलकाता शहर में स्थित विश्व-भारती अधिनियम, 1951 (1951 का 29) द्वारा स्थापित केन्द्रीय विश्वविद्यालय विश्व-भारती के प्रशासनिक नियंत्रण के अधीन तथा विश्व-भारती परिसर की स्थानीय सीमाओं के अंदर सार्वजनिक परिसर के संबंध में उपर्युक्त अधिनियम के अंतर्गत प्रदत्त शक्तियों को प्रयोग करेंगे तथा अधिकारी की ड्यूटी का निर्वाह करेंगे।

[सं. एफ. 2-6/2006-डैस्क (यू)]

के. एल. नंदवानी, अवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Higher Education)

New Delhi, the 17th August, 2006

S.O. 3479.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Shri Ashok Kumar Mahato, Visva Bharati,

being an officer equivalent to the rank of a Gazetted Officer of Government, to be Estate Officer, for the purpose of the said Act, and directs that the said officer shall exercise the powers conferred and perform the duties imposed, on Estate Officer by or under the said Act in respect of the public premises within the local limits of Visva Bharati campus belonging to and under the administrative control of Visva Bharati, a Central University established by the Visva Bharati Act, 1951 (29 of 1951) located in the district of Birbhum and Kolkata City in the State of West Bengal.

[No. F. 2-6/2006-Desk (U)]

K. L. NANDWANI, Under Secy.

कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 22 अगस्त, 2006

का.आ. 3480.—केन्द्रीय सरकार, कृषि मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में भारतीय कृषि अनुसंधान परिषद् के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :-

1. गेहूं अनुसंधान क्षेत्रीय केन्द्र, फलावर डेल, शिमला (हिमाचल प्रदेश)।

2. केन्द्रीय आलू अनुसंधान केन्द्र, ग्वालियर (मध्य प्रदेश)।

[सं. 13-2/2002-हिंदी]

आर. चौधरी, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

New Delhi, the 22nd August, 2006

S.O. 3480.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976, the Central Government Ministry of Agriculture, Department of Agricultural Research and Education hereby notifies the following offices of the Indian Council of Agricultural Research where the percentage of Hindi Knowing staff has gone above 80 % :—

1. Regional Centre for Wheat Research, Flowerdel, Shimla (H. P.).

2. Central Potato Research Centre, Gwalior (M.P.).

[No. 13-2/2002-Hindi]

R. CHAUDHURI, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 18 अगस्त, 2006

का.आ. 3481.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय मानक संख्या की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)

- | | | |
|----|--|--|
| 1. | आई एस 8062: 2006- प्राकृतिक गैस, तेल और द्रव के परिवहन के लिए भूमिगत पाइपलाइन/संरचना की केथोडिक सुरक्षा-रीति संहिता (पहला पुनरीक्षण) | संशोधन संख्या 1, 31-08-2006 अगस्त 2006 |
|----|--|--|

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एम.टी.डी. 24/टी-139]

एस. के. गुप्ता, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 18th August, 2006

S.O. 3481.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and year of the No. Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS 8062:2006-Cathodic Protection of Buried Pipeline/Structure for Transportation of Natural Gas, Oil and Liquids-Code of Practice (First Revision)	Amendment No. 1, August 2006	31-08-2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur

Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. MTD 24/T-139]

S.K. GUPTA, Sc. 'F' & Head (MTD)

नई दिल्ली, 24 अगस्त, 2006

क्र. अ. 3482.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम स्थापित भारतीय मानक संख्या (को) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा जति-क्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)

- | | | |
|----|---|------------------|
| 1. | आई एस 13465 (भाग 3/खंड 6): 2006, विद्युत्संचयन के लिए प्रयुक्त रेजिन आधारित अभिक्रियशील यैंगिक भाग 3 अलग अलग सामग्री की विशिष्टियाँ खंड 6 पॉलि-एस्टर आधारित असंतुष्ट संसेचन रैजिन | — 31 जुलाई, 2006 |
|----|---|------------------|

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ईटी 02/टी-160]

पी. के. मुखर्जी, वैज्ञानिक एक एवं प्रमुख (विद्युत् तकनीकी)

New Delhi, the 24th August, 2006

S.O. 3482.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No. and year of the No. Indian Standards	No. and year of the Indian Standards, if any, Superse- ded by the New Indian Standard	Date of Established
(1)	(2)	(3)
1. IS 13465 (Part 3/Sec 6): 2006, Resin based reactive compounds used for electrical insulation Part 3 : Specification for individual materials Section 6 Unsaturated polyester based impregnating resins	—	31 July, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 02/T-160]

P. K. MUKHERJEE, Sc. 'F' & Head (Electrotechnical)

नई दिल्ली, 25 अगस्त, 2006

का. आ. 3483.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या (कों) की और शीर्षक	स्थापित भारतीय मानक नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)
1. आई एस 15639: 2004/ आई एस ओ 10043: 1994 बैंकिंग एवं संबंधित वित्तीय सेवाएँ—सूचना विनियम-संग्रह हेतु प्रेषणादेश पत्र	—	मार्च 2006
2. आई एस 15650 गुणता प्रबन्ध पद्धतियाँ—बैंकिंग उद्योग पर आई एस/आई एस ओ 9001: 2000 लागू करने के लिए मार्गदर्शी सिद्धांत	—	जून 2006

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[सं. एम एस डी/जी-8]

नरेश कुमार ग्रोवर, वैज्ञानिक 'एफ' एवं प्रमुख (प्रबन्ध एवं तंत्र)

New Delhi, the 25th August, 2006

S.O. 3483.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No. and year of the No. Indian Standards Established	No. and year of the Indian Standards, if any, Superse- ded by the New Indian Standard	Date of Established
(1)	(2)	(3)
1. IS 15639:2006/ISO 10043: 1994 'Banking and related financial services—Information interchange-Collection Order form'	—	March 2006
2. IS 15650:2006 'Quality management systems-Guidelines for imple- mentation of IS/ISO 9001: 2000 for banking industry'	—	June 2006

Copies of above Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and its Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices at Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and, Thiruvananthapuram.

[No. MSD/G-8]

N.K. GROVER, Scientist 'F' & Head (MSD)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 29 अगस्त, 2006

का. आ. 3484— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री . संजीव जाधव , सक्षम प्राधिकारी, मुम्बई-पुणे पाइपलाइन विस्तार परियोजना (लोनी से पकनी तक हजारवाडी के रास्ते), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, मेगा सेंटर, मगरपट्टा - एम व एन विंग, हादापसर - 411 028 (पुणे जिला) , महाराष्ट्र को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तालुका : तासगांव		जिला : सांगली			राज्य : महाराष्ट्र		
क्रम सं.	गांव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
1	निमणी		449		00	02	70
			475		00	01	94
			476		00	03	85
			477		00	02	47
			496		00	01	20
			492		00	08	31
			488		00	01	94
			487		00	05	89
			486		00	15	14
कुल					00	43	44
2	नेहरूनगर		64		00	16	76
			66		00	01	83
			67		00	07	97
			28		00	04	45
			24		00	00	71
			4		00	01	28
कुल					00	33	00
3	येलावी		1949		00	03	69
			2237		00	02	64
			27		00	16	54
			257		00	01	05
			1860		00	10	11
			1880		00	01	89
			1881		00	06	60
			1882		00	03	60
			1946		00	00	50
			1971		00	01	00
			1948		00	07	68
कुल					00	55	30
4	तासगांव	689		2	00	22	63
		640		2	00	07	85
		642			00	15	41
		641			00	29	07
		622			00	48	24
		611			00	14	10
		549			00	02	56
		459			00	28	93
		380			00	04	88

तालुका : तासगांव		जिला : सांगली			राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
4	तासगांव (निरंतर)	321			00	02	99
		185			00	06	28
				कुल	01	82	94
5	चिंचणी		539		00	01	50
			540		00	04	24
			544		00	02	90
			553		00	06	63
			576		00	08	98
			575		00	15	43
			618		00	01	58
			622		00	13	30
			863		00	10	74
			862		00	01	30
			904		00	02	68
			1003		00	08	63
			1005		00	01	71
			1043		00	03	71
				कुल	00	83	33
6	भैरवाडी		182		00	11	75
			171		00	06	88
			170		00	00	82
				कुल	00	19	45
7	सावर्डे		280		00	01	40
				कुल	00	01	40
8	कौलगे		274		00	00	46
			273		00	03	91
			152		00	03	19
			108		00	00	40
				कुल	00	07	96
9	वाघापुर		364		00	00	61
			366		00	06	65
			365		00	01	20
			370	4	00	18	19
				कुल	00	26	65
10	खुजगांव		103		00	27	46
			104		00	04	06
				कुल	00	31	52
11	बस्तवडे		770		00	01	99
				कुल	00	01	99

तालुका : तासगांव			जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
12	सावलज	317			00	09	04
		104		4	00	01	41
		107		4	00	06	51
		56			00	07	71
		19			00	09	52
		533			00	07	25
		555		1अ+4ब+3+5+6	00	02	02
		7		5ब+2ब	00	13	88
कुल					00	57	34

[फा. सं. आर-31015/26/2004 ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 29th August, 2006

S. O. 3484.— **Whereas** it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra, an extension pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sanjeev Jadhav, Competent Authority, Mumbai-Pune Pipeline Extension Project (from Loni to Pakni via Hazarwadi), Hindustan Petroleum Corporation Limited, Mega Center, Magarpatta – M & N Wing, Hadapsar – 411 028 (Pune District), Maharashtra.

SCHEDULE

Taluka : TASGAON			District : SANGLI		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	NIMANI		449		00	02	70
			475		00	01	94
			476		00	03	85
			477		00	02	47
			496		00	01	20
			492		00	08	31
			488		00	01	94
			487		00	05	89
			486		00	15	14
			Total		00	43	44
2	NEHRUNAGAR		64		00	16	76
			66		00	01	83
			67		00	07	97
			28		00	04	45
			24		00	00	71
			4		00	01	28
			Total		00	33	00
3	YELAVI		1949		00	03	69
			2237		00	02	64
			27		00	16	54
			257		00	01	05
			1860		00	10	11
			1880		00	01	89
			1881		00	06	60
			1882		00	03	60
			1946		00	00	50
			1971		00	01	00
			1948		00	07	68
			Total		00	55	30
4	TASGAON	689		2	00	22	63
		640		2	00	07	85
		642			00	15	41
		641			00	29	07
		622			00	48	24
		611			00	14	10
		549			00	02	56
		459			00	28	93
		380			00	04	88

Taluka : TASGAON			District : SANGLI		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
4	TASGAON (Contd.)	321			00	02	99
		185			00	06	28
Total					01	82	94
5	CHINCHANI		539		00	01	50
			540		00	04	24
			544		00	02	90
			553		00	06	63
			576		00	08	98
			575		00	15	43
			618		00	01	58
			622		00	13	30
			863		00	10	74
			862		00	01	30
			904		00	02	68
			1003		00	08	63
			1005		00	01	71
			1043		00	03	71
Total					00	83	33
6	BAHIREWADI		182		00	11	75
			171		00	06	88
			170		00	00	82
Total					00	19	45
7	SAWARDE		280		00	01	40
Total					00	01	40
8	KAULGE		274		00	00	46
			273		00	03	91
			152		00	03	19
			108		00	00	40
Total					00	07	96
9	VAGHAPUR		364		00	00	61
			366		00	06	65
			365		00	01	20
			370	4	00	18	19
Total					00	26	65
10	KHUJGAON		103		00	27	46
			104		00	04	06
Total					00	31	52
11	BASTAWADE		770		00	01	99
Total					00	01	99

Taluka : TASGAON			District : SANGLI		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Acre	Sq.mt
1	2	3	4	5	6	7	8
12	SAWLAJ	317			00	09	04
		104		4	00	01	41
		107		4	00	06	51
		56			00	07	71
		19			00	09	52
		533			00	07	25
		555		1A+4B+3+5+6	00	02	02
		7		5B+2B	00	13	88
Total					00	57	34

[F. No. R-31015/26/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 29 अगस्त, 2006

का. आ. 3485.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री .. एम व्ही चिटनिस, सक्षम प्राधिकारी, मुम्बई-पुणे पाइपलाइन और मुम्बई-पुणे पाइपलाइन विस्तार परियोजना (लोनी से पकनी तक हजारवाडी के रास्ते), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, मेगा सेंटर, मंगस्पट्ट - एम व एन विंग, हादांपसर - 411 028 (पुणे जिला) , महाराष्ट्र को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची							
तालुका : खटाव		जिला : सातारा		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	मोल		611		00	02	82
				कुल	00	02	82
2	डिस्कल		1285		00	00	60
			1316		00	02	86
			1022		00	19	42
			1284		00	02	63
			1271		00	06	36
				कुल	00	31	87
3	ललगुण		328		00	01	80
			330		00	01	82
			384		00	05	84
			39	8	00	04	11
			1098		00	23	49
			1065		00	01	24
			411		00	05	62
				कुल	00	43	92
4	नागनाथवाडी		307		00	06	28
			130		00	33	83
				कुल	00	40	11
5	पवारवाडी		361		00	09	50
			357		00	01	35
			391		00	11	11
			544		00	01	50
				कुल	00	23	46
6	पुसेगाँव		1125		00	03	08
				कुल	00	03	08
7	विसापुर		878		00	18	22
			1157		00	05	15
			893		00	04	58
			891		00	00	98
				कुल	00	28	93
8	खातगुण		852		00	07	64
				कुल	00	07	64
9	जखणगाँव		569		00	03	17
			732		00	03	38
			699		00	03	89
				कुल	00	10	44

तालुका : खटाव		जिला : सातारा		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
10	वरुड		724		00	03	48
				कुल	00	03	48
11	औंध	57			00	22	33
				कुल	00	22	33
12	पलशी		951		00	07	45
				कुल	00	07	45
13	चोराडे		767	2	00	07	99
			800		00	07	01
				कुल	00	15	00

[फा. सं. आर-31015/32/2004 ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 29th August, 2006

S. O. 3485.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra, an extension pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri M.V.Chitnis, Competent Authority, Mumbai-Pune Pipeline and Mumbai-Pune Pipeline Extension Project (from Loni to Pakni via Hazarwadi), Hindustan Petroleum Corporation Limited, Mega Center, Magarpatta – M & N Wing, Hadapsar – 411 028 (Pune District), Maharashtra.

SCHEDULE

Taluka : KHATAV		District : SATARA		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	MOL		611		00	02	82
Total					00	02	82
2	DISKAL		1285		00	00	60
			1316		00	02	86
			1022		00	19	42
			1284		00	02	63
			1271		00	06	36
Total					00	31	87
3	LALGUN		328		00	01	80
			330		00	01	82
			384		00	05	84
			39	8	00	04	11
			1098		00	23	49
			1065		00	01	24
			411		00	05	62
Total					00	43	92
4	NAGNATHWADI		307		00	06	28
			130		00	33	83
Total					00	40	11
5	PAWARWADI		361		00	09	50
			357		00	01	35
			391		00	11	11
			544		00	01	50
Total					00	23	46
6	PUSEGAON		1125		00	03	08
Total					00	03	08
7	VISAPUR		878		00	18	22
			1157		00	05	15
			893		00	04	58
			891		00	00	98
Total					00	28	93
8	KHATGUN		852		00	07	64
Total					00	07	64
9	JAKHANGAON		569		00	03	17
			732		00	03	38
			699		00	03	89
Total					00	10	44

Taluka : KHATAV			District : SATARA		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Acre	Sq.mt
1	2	3	4	5	6	7	8
10	VARUD		724		00	03	48
Total					00	03	48
11	AUNDH	57			00	22	33
Total					00	22	33
12	PALSHI		951		00	07	45
Total					00	07	45
13	CHORADE		767	2	00	07	99
			800		00	07	01
Total					00	15	00

[F. No. R-31015/32/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 29 अगस्त, 2006

का. आ. 3486.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में मांगल्या (इन्दौर) संस्थापन से इरयाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नन्दी, सक्षम प्राधिकारी, मुम्बई—मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कार्पोरेशन लिमिटेड, बी-105, इन्द्र विहार, तलवडी, कोटा - 324005 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : केशवरायपाटन

जिला : बून्दी

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	पटोलिया	377	0.0220
		378	0.0440
		315	0.0860
		320	0.0360
		313	0.0360
		223	0.0150

[फा. सं. आर-31015/9/2004 ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 29th August, 2006

S. O. 3486.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, B-105, Indravihar, Talwandi, Kota-324005 (Rajasthan).

SCHEDULE**TEHSIL : KESHAVRAI PATAN****DISTRICT: BUNDI****STATE : RAJASTHAN**

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	PATOLIYA	377	0.0220
		378	0.0440
		315	0.0860
		320	0.0360
		313	0.0360
		223	0.0150

[F. No. R-31015/9/2004-O.R.-II]
A. GOSWAMI, Under Secy.

नई दिल्ली, 29 अगस्त, 2006

का. आ. 3487.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इन्दौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजनासन तक पेट्रोलियम उत्पादकों के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इसने उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती हैं;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नन्दी, समक्ष प्राधिकारी, मुम्बई मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, 73, प्रतापविला, रोजविला स्कीम बर्ड सेंचुरी रोड, भरतपुर (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : भरतपुर

जिला : भरतपुर

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	टोंटपुर	200	0.0120
		116	0.0256
		121	0.0114
		123	0.0289
		128	0.0070
		170	0.0095
		212	0.0138
		204	0.0077

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
2	तुहिया	1622	0.0203
		1867	0.0581
		1884	0.0168
		1784	0.0124
		1785	0.0190
		1786	0.0190
		1613	0.0100
3	गुंडवा	850	0.0305
		823	0.0284
		845	0.0210
4	सेवर कलां	803	0.0414
		809	0.0614
		771	0.0324
5	घोरमुई	689	0.0846
		716	0.0400
6	कस्बा भरतपुर चक नं.2	332 / 3399	0.1312
7	विलौठी	219	0.0100
		646	0.0297
		257	0.0140
		863	0.0470
		864	0.0160
		247	0.0234
		311	0.0510
8	जघीना 1	2463	0.0562
		1364	0.0160
		1424	0.0720
		2469	0.0252
9	अड्डी	145	0.0280
		98/ 187	0.0790
		116	0.0130
		97	0.1000
		102	0.0464
		97/ 173	0.0100
10	पार	752	0.0190
		783/ 1106	0.0320
		783	0.0200

[फा. सं. आर-31015/82/2005 ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 29th August, 2006

S. O. 3487.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, 73, Pratap villa, Rose villa scheme, Bird Century Road Bharatpur (Rajasthan).

SCHEDULE

TEHSIL : BHARATPUR

DISTRICT : BHARATPUR

STATE : RAJASTHAN

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	TONTPUR	200	0.0120
		116	0.0256
		121	0.0114
		123	0.0289
		128	0.0070
		170	0.0095
		212	0.0138
		204	0.0077
		1622	0.0203
		1867	0.0581
2	TUHIYA	1884	0.0168
		1784	0.0124
		1785	0.0190
		1786	0.0190
		1613	0.0100

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
3	GUNDVA	850	0.0305
		823	0.0284
		845	0.0210
4	SEWAR KALAN	803	0.0414
		809	0.0614
		771	0.0324
5	DHORMUEI	689	0.0846
		716	0.0400
6	KASBA BHARATPUR CHAK NO 2	332 / 3399	0.1312
7	VILOTHI	219	0.0100
		646	0.0297
		257	0.0140
		863	0.0470
		864	0.0160
		247	0.0234
		311	0.0510
8	JAGHINA 1	2463	0.0562
		1364	0.0160
		1424	0.0720
		2469	0.0252
9	ADDI	145	0.0280
		98/ 187	0.0790
		116	0.0130
		97	0.1000
		102	0.0464
		97/ 173	0.0100
10	PAR	752	0.0190
		783/ 1106	0.0320
		783	0.0200

[F. No. R-31015/82/2005-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 29 अगस्त, 2006

का. आ. 3488.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 738 तारीख 20 फरवरी, 2006, जो भारत के राजपत्र तारीख 25 फरवरी, 2006 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 15 अप्रैल, 2006 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगनों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : केशवरायपाटन		जिला : बुन्दी	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	बालापुरा	46	0.0150
		47	0.0150
		48	0.0450

[फा. सं. आर-31015/9/2004 ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 29th August, 2006

S.O. 3488(E).— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.738, dated the 20th February, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 25th February, 2006, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh, to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 15th April, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule , appended to this notification , is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : KESHAVRAI PATAN		DISTRICT: BUNDI	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	BALAPURA	46	0.0150
		47	0.0150
		48	0.0450

[F. No. R-31015/9/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3489.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड पूर्व में मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलाएंस इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/ दक्षिणी अपटट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में पुणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीखसे जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री. एल. आर. गोतारणे, सक्षम प्राधिकारी, रिलाएंस गैस पाइपलाइन्स लिमिटेड, पूर्व में गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड, शामा हेरिटेज, "फ" बिल्डिंग फ्लैट नं. 4 ए, केशवनगर, चिचवडगाँव, पुणे - 411033, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/तहसिल/तालुक : शिरूर		जिला : पुणे		राज्य : महाराष्ट्र	
गोंद का नाम	सर्वे नंबर / गट नंबर	आर ओ यु अर्जित करने के लिये क्षेत्रफल			
		हेक्टेयर	एकर	सी-एयर	
1	2	3	4	5	
1) इनामगोंद	58*	00	11	81	
	539	00	02	00	
2) पिंपळबुटी	311	00	09	02	
	128	00	14	94	
	76/1अ/1*	00	07	02	
	40/3*	00	05	00	
	243/2/1*	00	07	23	
3) शिरसगोंद काट	243	00	08	00	
	119/1*	00	18	30	
	403	00	32	01	
	151	00	37	59	
4) कोळगोंद डोलस	161/1अ	00	06	11	
5) काकडेवाडी	294*	00	12	50	
6) न्हावरे	794*	00	33	13	
	806	00	10	43	
	808	00	06	49	
	809	00	08	55	
	810	00	09	91	
	811	00	03	76	
	812	00	10	26	
	814	00	05	81	
	815	00	04	10	
	816	00	05	47	
	818	00	04	96	
	819	00	06	49	
	820	00	08	55	
	821	00	22	96	
	453	00	09	60	
	456	00	12	50	
	459	00	08	70	
	460	00	02	10	
	461	00	04	50	
	462	00	04	20	
	463	00	03	90	
	464	00	10	06	
	465	00	08	40	

1	2	3	4	5
6) न्हावरे (निरंतर)	466	00	04	45
	468	00	00	50
	776	00	07	80
	775	00	05	40
	774	00	06	30
	773	00	06	30
	772	00	08	68
	771	00	05	52
	769	00	04	60
	768	00	03	20
	767	00	02	73
	766	00	01	50
	765	00	01	80
	764	00	00	50
	763	00	00	50
	644*	00	03	14
	643	00	30	00
7) उरळगाँव	464*	00	20	76
	177*	00	20	36
	365	00	00	50
	109	00	00	50
	222	00	00	50
	217	00	12	03
8) दहिवडी	सर्वे नंबर 315 में नाला	00	06	44
	333*	00	03	29
9) पारोडी	31*	00	09	95
	30	00	00	50
10) शिवतकार म्हाळुंगी	72*	00	06	49
11) टाकळी भिमा	621*	00	41	34
	795	00	02	00
	424	00	06	10
	423	00	03	70
	418	00	03	80
	417	00	05	00
	678	00	22	20
	672	00	06	00
	671	00	07	20
	674	00	19	36
	670	00	07	14
	669	00	00	50
	649	00	21	00

1	2	3	4	5
12) कासारी	690	00	02	60
13) तळेगाँव डमढेरे	405	00	01	00
	408	00	00	50
	409	00	00	50
	410	00	01	50
	411	00	00	50
	416	00	03	90
	1805	00	62	34
14) शिक्रापुर	1304*	00	15	53
	1592*	00	00	76
	1677*	00	19	20
	1678*	00	07	80
	1288	00	03	00
	1289	00	06	45
	1292	00	03	00
	1607	00	06	10
	1606	00	03	50
	1608	00	03	19
	1609	00	03	30
	1610	00	01	70
	1611	00	01	30
	1614	00	07	20
	1615	00	08	20
	1616	00	08	00
	1619	00	02	40
	1620	00	02	70
	1621	00	04	30
	1625	00	01	30
	1626	00	01	30
	1627	00	08	00
	1628	00	04	70
	1629	00	06	20
	1630	00	04	20
	1631	00	02	00
	1632	00	01	30
	1633	00	02	00
	1634	00	02	00
	1635	00	02	40
	1636	00	02	30
	1637	00	17	00
	1638	00	06	00

1	2	3	4	5
14) बिक्रपुर (निरंतर)	1639	00	07	30
	1640	00	08	41
	1641	00	06	00
	1642	00	06	70
	1643	00	07	30
	1644	00	04	00
	1645	00	04	70
	1646	00	14	09
	1675	00	48	03
	1676	00	21	80
15) कर्कट	694*	00	20	16
	695*	00	22	42
	691*	00	63	73
16) बजेगाडी	414*	00	14	48
	411*	00	23	60
	410	00	02	00
	357	00	03	00
	352	00	02	53
	354	00	06	00

* का. आ. 553 दिनांक 17/02/2005 द्वारा पी.एम.पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गये सर्वे नंबर इस प्रतिपदन नया विस्तीर्ण के लिए।

[फा. सं. एल-14014/48/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 31st August, 2006

S. O. 3489.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/ Southern offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Reliance Gas Pipelines Limited, formerly known as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Pune District in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said Pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the Pipeline under the land to Shri. L. R. Gotarne, Competent Authority, Reliance Gas Pipelines Limited, Formerly Gas Transportation and Infrastructure Company Limited, Shyama Heritage, "F" Building Flat No. 4A, Keshavnagar, Chinchwadgaon, Pune-411033, Maharashtra State.

Schedule

Mandal/Thesil/Taluk: Shirur		District: Pune		State : Maharashtra	
Village	Survey/Gat No.	Area to be acquired for ROU			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Inamgaon	58*	00	11	81	
	539	00	02	00	
2) Pimpalsuti	311	00	09	02	
	128	00	14	94	
	76/1A/1*	00	07	02	
	40/3*	00	05	00	
	243/2/1*	00	07	23	
3) Shirasgaon Kata	243	00	08	00	
	119/1*	00	18	30	
	403	00	32	01	
	151	00	37	59	
4) Kolagaon Dolas	161/1A	00	06	11	
5) Kakadewadi	294*	00	12	50	
6) Nhavare	794*	00	33	13	
	806	00	10	43	
	808	00	06	49	
	809	00	08	55	
	810	00	09	91	
	811	00	03	76	
	812	00	10	26	
	814	00	05	81	
	815	00	04	10	
	816	00	05	47	
	818	00	04	96	
	819	00	06	49	
	820	00	08	55	
	821	00	22	96	
	453	00	09	60	
	456	00	12	50	
	459	00	08	70	
	460	00	02	10	
	461	00	04	50	
	462	00	04	20	
	463	00	03	90	
	464	00	10	06	
	465	00	08	40	
	466	00	04	45	

1	2	3	4	5
6) Nhavare (Contd....)	468	00	00	50
	776	00	07	80
	775	00	05	40
	774	00	06	30
	773	00	06	30
	772	00	08	68
	771	00	05	52
	769	00	04	60
	768	00	03	20
	767	00	02	73
	766	00	01	50
	765	00	01	80
	764	00	00	50
	763	00	00	50
	644*	00	03	14
	643	00	30	00
7) Uralgaon	464*	00	20	76
	177*	00	20	36
	365	00	00	50
	109	00	00	50
	222	00	00	50
	217	00	12	03
8) Dahiwadi	Nala between Survey No. 315	00	06	44
	333*	00	03	29
9) Parodi	31*	00	09	95
	30	00	00	50
10) Shiv takrar Mahalungi	72*	00	06	49
11) Takli Bhima	621*	00	41	34
	795	00	02	00
	424	00	06	10
	423	00	03	70
	418	00	03	80
	417	00	05	00
	678	00	22	20
	672	00	06	00
	671	00	07	20
	674	00	19	36
	670	00	07	14
	669	00	00	50
	649	00	21	00
12) Kasari	690	00	02	60

1	2	3	4	5
13) Talegaon Dhamdhere	405	00	01	00
	408	00	00	50
	409	00	00	50
	410	00	01	50
	411	00	00	50
	416	00	03	90
	1805	00	62	34
14) Shikrapur	1304*	00	15	53
	1592*	00	00	78
	1677*	00	19	20
	1678*	00	07	80
	1288	00	03	00
	1289	00	06	45
	1292	00	03	00
	1607	00	06	10
	1606	00	03	50
	1608	00	03	19
	1609	00	03	30
	1610	00	01	70
	1611	00	01	30
	1614	00	07	20
	1615	00	08	20
	1616	00	08	00
	1619	00	02	40
	1620	00	02	70
	1621	00	04	30
	1625	00	01	30
	1626	00	01	30
	1627	00	08	00
	1628	00	04	70
	1629	00	06	20
	1630	00	04	20
	1631	00	02	00
	1632	00	01	30
	1633	00	02	00
	1634	00	02	00
	1635	00	02	40
	1636	00	02	30
	1637	00	17	00
	1638	00	06	00
	1639	00	07	30

1	2	3	4	5
14) Shikrapur (Contd....)	1640	00	08	41
	1641	00	06	00
	1642	00	06	70
	1643	00	07	30
	1644	00	04	00
	1645	00	04	70
	1646	00	14	09
	1675	00	48	03
	1676	00	21	80
15) Karandi	694*	00	20	16
	695*	00	22	42
	691*	00	63	73
16) Wajewadi	414*	00	14	48
	411*	00	23	80
	410	00	02	00
	367	00	03	00
	382	00	02	53
	354	00	06	00

* Survey Nos. notified vide S.O. 563, Dated 17/02/2005 w/s 3(1) of P&MP Act 1962. Present proposal is for additional extent.

[F. No. L-14014/48/2004-G.P.]
S.B. MANDAL, Under Secy.

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3490.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड पूर्व में मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलाएंस इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/ दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में पुणे और अहमदनगर जिलों के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए; और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री. एल. आर. गोतारणे, सक्षम प्राधिकारी, रिलाएंस गैस पाइपलाइन्स लिमिटेड, शामा हेरिटेज, "फ" विल्डिंग, फ्लैट नं. 4 ए, केशवनगर, चिचवडगोंव, पुणे - 411033, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल : खेड		जिला : पुणे		राज्य : महाराष्ट्र	
गोंद का नाम	गट नंबर / सब डिविजन नं	आर ओ यु अंजित करने के लिये क्षेत्रफल			
		हेक्टेयर	एकर	सी-एकर	
1	2	3	4	5	
1) शेलू	314	00	26	40	
	335	00	11	80	
	334	00	10	80	
	332	00	23	60	
2) भांबोली	64	00	10	90	
	63	00	05	60	
	60	00	07	00	
	59	00	08	40	
	58	00	19	30	
	61	00	35	40	
	62	00	10	70	
	27	00	05	40	
	28	00	80	60	
	29	00	28	00	
	30	00	51	80	
	7	00	08	50	
	353	00	16	70	
	354	00	05	00	
	355	00	12	70	
	234	00	00	50	
	232	00	04	90	
	233	00	15	30	
	239	00	09	90	
	240	00	09	40	
	241	00	10	20	
	242	00	13	90	
	245	00	17	50	
	230	00	43	80	
	247	00	07	00	
	248	00	01	10	
	250	00	00	80	
	251	00	00	50	
	252	00	00	50	

1	2	3	4	5
2) भांबोली (निरंतर)	गट नंबर 230 और 228 के बीच का रास्ता	00	03	40
	253	00	01	50
	228	00	57	70
3) सावरदरी	84	00	55	60
	85	00	40	50
	94	00	01	60
	68	00	02	60
	69	00	00	50
	91	00	45	20
	90	00	54	30
	89	00	06	00
	80	00	00	50
	86	00	47	00
	84	00	01	00
	85	00	14	60
	152	00	26	70
	151	00	11	20
	155	00	15	10
	156	00	58	70
	157	00	14	30
	158	00	06	80
	136	00	22	00
	168	00	29	90
	167	00	01	40
	166	01	08	20
	160	00	00	50
4) खलुंबरे	94	00	08	50
	93	00	49	00
	101	00	36	40
	103	00	40	90
	गट नंबर 103 में नाला	00	01	00
	104	00	22	00
	गट नंबर 104 और 230 के बीच का नाला	00	05	10
	230	00	45	50
	229	00	01	00
	226	00	05	20
	225	00	06	40

1	2	3	4	5
4) खलुंबरे (निरंतर)	224	00	11	50
	223	00	05	00
	214	00	07	50
	213	00	10	50
	208	00	06	40
	207	00	06	60
	205	00	24	90
	206	00	02	70
	204	00	22	20
	203	00	43	70
	गट नंबर 203 में रास्ता	00	01	00
	198	00	18	90
	199	00	00	50
	196	00	01	50
	गट नंबर 198 में नाला	00	01	60
	197	00	16	20
	192	00	11	60
	गट नंबर 192 और 246 के बीच का रास्ता	00	04	00
	246	00	11	70
	256	00	06	40
	255	00	11	30
	249	00	02	40
	250	00	06	90
	252	00	24	00
	253	00	04	00
	254	00	10	70
	328	00	04	50
	326	00	02	00
	325	00	03	50
	324	00	04	00
	322	00	05	00
	321	00	03	60
	320	00	04	40
	318	00	12	00
	313	00	06	00
	312	00	03	00
	303	00	03	80

	2	3	4	5
4) खलुबरे (निरतार)	301	00	04	60
गट नंबर 301 और 300 के बीच का रास्ता		00	03	00
	300	00	02	00
	299	00	05	30
	288	00	24	20
	287	00	04	20
	285	00	00	50
	284	00	02	00
	269	00	17	00
	277	00	00	50
	271	00	16	00
	288	00	07	40
	270	00	07	10
	268	00	01	00
	272	00	05	00
5) निघोज	खलुबरे और निघोज गाँव सीमा के बीच का नाला	00	04	00
	833	00	31	00
	832	00	42	60
	831	00	01	50
	823	00	47	50
	825	00	18	00
	817	00	02	50
	826	00	01	00
	816	00	37	20
	804	00	20	80
	806	00	19	00
	795	00	59	20
	798	00	04	70
	799	00	05	60
	800	00	04	40
	653	00	01	40
	654	00	11	20
	655	00	09	50
	656	00	09	30
	651	00	07	60
	650	00	22	50
	638	00	00	60

1	2	3	4	5
5) निघोज (निरंतर)	641	00	03	80
	गट नंबर 650 में नाला	00	02	00
	640	00	00	50
	642	00	05	00
	643	00	10	00
	645	00	31	70
	605	00	06	20
	607	00	40	80
	गट नंबर 607 में रास्ता	00	01	00
	600	00	08	70
	597	00	03	80
	599	00	06	70
	596	00	13	70
	591	00	43	00
	583	00	27	80
	581	00	55	00
	गट नंबर 561 में रास्ता	00	01	00
	577	00	97	30
	गट नंबर 577 में रास्ता	00	01	00
	इंद्रायणी नदी	00	25	00
मंडल : हवेली	जिला : पुणे			राज्य : महाराष्ट्र
1) तकवडे	25	00	98	20
	27	00	02	00
	28	00	36	90
	29	00	01	70
	31	00	06	00
	32	00	17	70
	47	00	14	40
	46	00	05	00
	51	00	04	00
	50	00	06	00
	54	00	08	20
	57	00	24	00
	गट नंबर 56 में रास्ता	00	03	70
	72	00	01	00
मंडल : दीड	जिला : पुणे			राज्य : महाराष्ट्र
1) सोनवडी	2A	00	29	10

1	2	3	4	5
1) सोनवडी (निरंतर)	363	00	20	50
	365	00	18	70
	364	00	35	70
	355	00	45	80
	236	00	31	20
	237	00	00	50
	233	00	14	30
	238	00	07	30
	239	00	06	60
	240	00	06	70
	241	00	09	50
	235	00	00	50
	242	00	08	50
	243	00	00	50
	244	00	18	00
गट नंबर 244 और 217 के बीच का रास्ता		00	04	70
	217	00	07	50
	216	00	43	80
	215	00	40	50
	214	00	01	00
गट नंबर 215 और 193 के बीच का कैनाल		00	00	80
गट नंबर 193 में गाड़ी रास्ता		00	01	10
	193	01	18	50
गट नंबर 193 में गाड़ी रास्ता		00	02	40
	180	00	27	40
	179	00	37	50
	177	00	03	20
	176	00	26	40
	175	00	06	20
	173	00	40	80
गट नंबर 173 में कैनाल		00	03	70
	153	00	01	30
	154	00	25	00
गट नंबर 154 और 132 के बीच का रेल्वे मार्ग		00	07	60
	132	00	19	00
गट नंबर 132 और 134 के बीच का गाड़ी रास्ता		00	02	30
	134	00	16	20

1	2	3	4	5
1) सोनवडी (निरंतर)	135	00	12	50
	136/6	00	04	50
	136/7	00	22	80
	136/8	00	00	50
	123	00	22	70
	357	00	00	50
2) गिरीम	115	00	29	40
	116	00	36	70
गट नंबर 116 और 136 के बीच का नाला		00	01	30
	136	00	28	10
	132	00	16	40
	131	00	00	50
	130	00	21	66
	149	00	04	66
गट नंबर 149 और 130 के बीच का रास्ता		00	03	70
	128	00	03	58
	129	00	16	81
	127	00	13	65
	97	00	24	15
	96	00	03	39
	150	00	00	58
	151	00	22	45
	163	00	06	10
	162	00	11	56
	161	00	08	42
	221	00	06	60
	222	00	03	68
	223	00	03	55
	226	00	04	83
	227	00	11	56
	235	00	11	48
	237	00	21	07
गट नंबर 237 में कैनाल		00	04	81
	238	00	03	93
	239	00	03	20
	240	00	04	46
	73	00	23	55

1	2	3	4	5
2) गिरीम (निरंतर)	72	00	12	70
	70	00	04	62
	69	00	04	38
	67	00	05	29
	65	00	05	00
	64	00	07	37
	63	00	06	49
	62	00	29	30
गट नंबर 62 और 61 के बीच का कैनाल		00	01	69
	61	00	18	46
	60	00	39	20
गट नंबर 60 और 59 के बीच का रास्ता		00	01	96
	59	00	33	65
	58	00	01	50
गट नंबर 59 में नाला		00	04	93
	590	00	18	78
	591	00	00	76
गट नंबर 58 में नाला		00	03	19
	25	00	35	98
गट नंबर 25 में नाला		00	02	58
	598	00	02	48
	600	00	06	40
	628	00	06	90
	629	00	03	91
	599	00	00	40
	630	00	03	30
	631	00	02	10
	632	00	00	97
	633	00	29	24
	634	00	03	80
	635	00	33	28
	659	00	00	48
	660	00	46	57
	681	00	57	20
	695	00	59	66
	698	00	16	66
	898	00	10	15

1	2	3	4	5
2) गिरीम (निरंतर)	697	00	19	19
	691	00	05	64
	690	00	43	96
	689	00	04	42
	728	00	94	47
गट नंबर 729 में केंनाल	729	00	14	45
	727	00	14	90
गट नंबर 727 और 726 के बीच का नाला	727	00	31	62
	726	01	06	13
गट नंबर 726 में नाला	726	01	33	76
	723	00	28	35
	720	00	65	36
गिरीम गाँव सीमा के बीच का रास्ता	720	00	41	91
		00	02	79
मंडल : श्रीगोंदा	जिल्ला : अहमदनगर			राज्य : महाराष्ट्र
1) काष्टी	532	00	10	00
	533	00	15	40
	561	00	14	10
	562	00	00	50
	563	00	22	10
	564	00	09	10
गट नंबर 564 और 587 के बीच का रास्ता	564	00	04	90
	587	00	01	60
	588	00	13	70
	589	00	68	00
	584	00	46	80
	744	00	82	60
	594	00	00	50
गट नंबर 594 और 748 के बीच का नाला	594	00	02	00
	743	00	00	50
	806	00	38	30
	746	00	06	10
	747	00	15	80
गट नंबर 747 में गाड़ी रस्ता	747	00	01	00
गट नंबर 747 में केंनाल	747	00	01	00
	745	00	06	30
	746	00	34	30
गट नंबर 746 और 805 के बीच का रास्ता	746	00	04	70

1	2	3	4	5
1) काष्ठी (निरंतर)	807	00	00	50
	805	00	37	50
	गट नंबर 805 में कैनाल	00	00	70
	804	00	18	20
	803	00	17	40
	802	00	23	30
	801	00	01	80
	808	00	27	40
	818	00	32	90
	817	00	00	50
	गट नंबर 818 में नाला	00	00	50
	गट नंबर 818 और 1064 के बीच का रास्ता	00	03	70
	1063	00	08	00
	1064	00	88	60
	गट नंबर 1064 में नाला	00	04	00
	गट नंबर 1064 और 1226 के बीच का रास्ता	00	03	80
	1226	00	02	80
	1219	00	06	40
	1220	00	41	90
	1050	00	34	60
	गट नंबर 1221 में गाड़ी रस्ता	00	00	80
	1051	00	00	50
	1221	00	11	40
	1049	00	19	40
	1048	00	02	20
	1047	00	15	60
	1078	00	38	40
	गट नंबर 1078 और 1079 में नाला	00	02	40
	1079	00	17	40
	1097	00	53	10
	1096	00	18	00
	1113	00	26	00
	1114	00	38	80
	गट नंबर 1114 में गाड़ी रस्ता	00	00	70
	गट नंबर 1114 में कैनाल	00	00	70
	1115	00	22	80
	गट नंबर 1115 और 1116 के बीच का गाड़ी रास्ता	00	00	40
	1118	00	16	10
	1118	00	00	50

1	2	3	4	5
1) काष्ठी (निरंतर)	1119	00	52	00
	1120	00	16	40
	गट नंबर 1120 और 1123 में रास्ता	00	05	80
	1123	00	33	50
	गट नंबर 1122 और 1123 में केनाल	00	03	20
	1122	00	15	70
	1121	00	16	00
	1125	00	01	00
2) निमगोव खलू	149	00	05	60
	147	00	58	40
	142	00	70	60
	गट नंबर 142 में केनाल	00	00	50
	140	01	19	20
	139	00	09	60
	138	00	14	40
	137	00	12	80
	136	00	25	60
	गट नंबर 134 और 137 के बीच का रास्ता	00	01	80
	134	00	42	40
	129	00	20	60
	128	00	10	40
	127	00	09	20
	126	00	37	80
	123	00	15	10
	124	00	02	30
	121	00	02	70
	120	00	22	90
	119	00	48	00
	95	00	30	10
	100	00	29	50
	99	00	01	00
	101	00	02	60
	80	01	32	00
	84	00	00	50
	36	00	20	40
	38	00	30	84
	गट नंबर 38 में रास्ता	00	03	20

1	2	3	4	5
2) निमगोवे खलू (निरंतर)	39	00	18	40
	34	00	00	50
	37	00	48	40
	मिमा नदी	00	54	50

[फा. सं. एल-14014/24/2006-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 31st August, 2006

S. O. 3490.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/ Southern offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Reliance Gas Pipelines Limited, formerly known as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Pune and Ahmednagar Districts in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said Pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India are made available to the general public, object in writing to the acquisition of right of the user therein for laying the Pipeline under the land to Shri. L. R. Gotarne, Competent Authority, Reliance Gas Pipelines Limited, Shyama Heritage, "F" Building, Flat No. 4A, Keshavnagar, Chinchwadgaon, Pune-411033, Maharashtra State.

Schedule

Mandal: Khed		District: Pune		State : Maharashtra	
Name of Village	Gat No./Sub-division No.	Area to be acquired for ROU			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Shelu	314	00	26	40	
	335	00	11	80	
	334	00	10	80	
	332	00	23	60	
2) Bhamboli	64	00	10	90	
	63	00	05	60	
	60	00	07	00	
	59	00	09	40	
	58	00	19	30	
	61	00	35	40	

1	2	3	4	5
2) Bhambell (Contd....)	62	00	10	70
	27	00	05	40
	28	00	80	60
	29	00	29	00
	30	00	51	80
	7	00	08	50
	353	00	16	70
	354	00	05	00
	355	00	12	70
	234	00	00	50
	232	00	04	90
	233	00	15	30
	239	00	09	90
	240	00	09	40
	241	00	10	20
	242	00	13	90
	245	00	17	50
	230	00	43	80
	247	00	07	00
	248	00	01	10
	250	00	00	80
	251	00	00	50
	252	00	00	50
	Road in between Gat No. 230 & 228	00	03	40
	253	00	01	50
	228	00	57	70
3) Savardari	64	00	55	60
	65	00	40	50
	94	00	01	60
	68	00	02	60
	69	00	00	50
	91	00	45	20
	90	00	54	30
	89	00	06	00
	80	00	00	50
	86	00	47	00
	84	00	01	00
	85	00	14	60
	152	00	26	70
	151	00	11	20
	155	00	15	10
	156	00	58	70
	157	00	14	30

1	2	3	4	5
3) Savadkar (Contd....)	158	00	08	80
	138	00	22	00
	168	00	29	90
	187	00	01	40
	166	01	08	20
	160	00	00	50
4) Khalumbere	94	00	08	50
	93	00	49	00
	101	00	36	40
	103	00	40	90
Nala in Gat No. 103		00	01	00
	104	00	22	00
Nala in between Gat No. 104 & 230		00	05	10
	230	00	45	50
	229	00	01	00
	226	00	05	20
	225	00	06	40
	224	00	11	50
	223	00	05	00
	214	00	07	50
	213	00	10	50
	208	00	06	40
	207	00	06	60
	205	00	24	90
	206	00	02	70
	204	00	22	20
	203	00	43	70
Road in Gat No. 203		00	01	00
	198	00	18	90
	199	00	00	50
	196	00	01	50
Nala in Gat No. 198		00	01	60
	197	00	16	20
	192	00	11	60
Road in between Gat No. 192 & 246		00	04	00
	246	00	11	70
	256	00	06	40
	255	00	11	30
	249	00	02	40
	250	00	06	90
	252	00	24	00
	253	00	04	00
	254	00	10	70

1	2	3	4	5
4) Khalumbere (Contd....)	328	00	04	50
	326	00	02	00
	325	00	03	50
	324	00	04	00
	322	00	05	00
	321	00	03	60
	320	00	04	40
	318	00	12	00
	313	00	06	00
	312	00	03	00
	303	00	03	60
	301	00	04	60
	Road in between Gat No. 301 & 300	00	03	00
	300	00	02	00
	299	00	05	30
	286	00	24	20
	287	00	04	20
	285	00	00	50
	284	00	02	00
	269	00	17	00
	277	00	00	50
	271	00	16	00
	288	00	07	40
	270	00	07	10
	268	00	01	00
	272	00	05	00
5) Nighoje	Nala in between V. B. Khalumbere & Nighoje	00	04	00
	833	00	31	00
	832	00	42	60
	831	00	01	50
	823	00	47	50
	825	00	16	00
	817	00	02	50
	826	00	01	00
	816	00	37	20
	804	00	20	80
	806	00	19	00
	795	00	59	20
	798	00	04	70
	799	00	05	60
	800	00	04	40
	653	00	01	40
	654	00	11	20

1	2	3	4	5
5) Nighoje (Contd....)	655	00	09	50
	656	00	09	30
	651	00	07	60
	650	00	22	50
	638	00	00	60
	641	00	03	60
	Nala in Gat No. 650	00	02	00
	640	00	00	50
	642	00	05	00
	643	00	10	00
	645	00	31	70
	605	00	06	20
	607	00	40	80
	Road in Gat No. 607	00	01	00
	600	00	08	70
	597	00	03	80
	599	00	06	70
	596	00	13	70
	591	00	43	00
	583	00	27	80
	581	00	55	00
	Road in Gat No. 581	00	01	00
	577	00	97	30
	Road in Gat No. 577	00	01	00
	Indrayani River	00	25	00
Mandal:Havell	District: Pune		State : Maharashtra	
1) Talavde	25	00	98	20
	27	00	02	00
	28	00	36	90
	29	00	01	70
	31	00	06	00
	32	00	17	70
	47	00	14	40
	46	00	05	00
	51	00	04	00
	50	00	06	00
	54	00	08	20
	57	00	24	00
	Road in Gat No. 56	00	03	70
	72	00	01	00

1	2	3	4	5
Mandal: Daund	District: Pune			State : Maharashtra
1) Sonvadi	2A	00	29	10
	363	00	20	50
	365	00	18	70
	364	00	35	70
	355	00	45	80
	236	00	31	20
	237	00	00	50
	233	00	14	30
	238	00	07	30
	239	00	08	80
	240	00	08	70
	241	00	09	50
	235	00	00	50
	242	00	08	50
	243	00	00	50
	244	00	18	00
	Road in between Gat No. 244 & 217	00	04	70
	217	00	07	50
	216	00	43	80
	215	00	40	50
	214	00	01	00
	Canal in between Gat No. 215 & 193	00	00	80
	Cart Track in Gat No. 193	00	01	10
	193	01	18	50
	Cart Track in Gat No. 193	00	02	40
	180	00	27	40
	179	00	37	50
	177	00	03	20
	176	00	26	40
	175	00	06	20
	173	00	40	80
	Canal in Gat No. 173	00	03	70
	153	00	01	30
	154	00	25	00
	Railway in between Gat No. 154 & 132	00	07	60
	132	00	19	00

1	2	3	4	5
1) Sonvadi (Contd....)	Cart Track in between Gat No.132 & 134	00	02	30
	134	00	16	20
	135	00	12	50
	136/6	00	04	50
	136/7	00	22	80
	136/8	00	00	50
	123	00	22	70
	357	00	00	50
2) Girim	115	00	29	40
	116	00	36	70
	Nala in between Gat No. 116 & 136	00	01	30
	136	00	28	10
	132	00	16	40
	131	00	00	50
	130	00	21	66
	149	00	04	66
	Road in between Gat No.149 & 130	00	03	70
	128	00	03	58
	129	00	16	81
	127	00	13	65
	97	00	24	15
	96	00	03	39
	150	00	00	58
	151	00	22	45
	163	00	06	10
	162	00	11	56
	161	00	08	42
	221	00	06	60
	222	00	03	68
	223	00	03	55
	226	00	04	83
	227	00	11	56
	235	00	11	48
	237	00	21	07
	Canal in Gat No.237	00	04	81
	238	00	03	93
	239	00	03	20

1	2	3	4	5
2) Glim (Contd....)	240	00	04	48
	73	00	23	55
	72	00	12	70
	70	00	04	62
	69	00	04	38
	67	00	05	29
	65	00	05	00
	64	00	07	37
	63	00	06	49
	62	00	29	30
Canal in between Gat No. 62 & 61		00	01	69
	61	00	18	46
	60	00	39	20
Road in between Gat No. 60 & 59		00	01	96
	59	00	33	65
	58	00	01	50
Nala in Gat No. 59		00	04	93
	590	00	18	78
	591	00	00	78
Nala in Gat No. 58		00	03	19
	25	00	35	98
Nala in Gat No. 25		00	02	58
	598	00	02	48
	600	00	06	40
	628	00	06	90
	629	00	03	91
	599	00	00	40
	630	00	03	30
	631	00	02	10
	632	00	00	97
	633	00	29	24
	634	00	03	60
	635	00	33	28
	659	00	00	48
	660	00	46	57
	661	00	57	20
	695	00	59	66

1	2	3	4	5
2) Girm (Contd....)	696	00	16	66
	698	00	10	15
	697	00	19	19
	691	00	05	64
	690	00	43	96
	689	00	04	42
	728	00	94	47
	Canal in Gat No. 729	00	14	45
	729	00	14	90
	727	00	31	62
	Nala in between Gat No. 727 & 726	00	06	13
	726	01	33	76
	Nala in Gat No. 726	00	28	35
	723	00	65	36
	720	00	41	91
	Road at V.B. of Girm	00	02	79
Mandal: Shrigonda	District: Ahmednagar	State : Maharashtra		
1) Kashti	532	00	10	00
	533	00	15	40
	561	00	14	10
	562	00	00	50
	563	00	22	10
	564	00	09	10
	Road in between Gat No.564 & 587	00	04	90
	587	00	01	60
	588	00	13	70
	589	00	68	00
	584	00	46	80
	744	00	82	80
	594	00	00	50
	Nala in between Gat No.594 & 748	00	02	00
	743	00	00	50
	806	00	38	30
	748	00	06	10
	747	00	15	80
	Cart Track in Gat No. 747	00	01	00
	Canal in Gat No. 747	00	01	00

1	2	3	4	5
1) Kashti (Contd....)	745	00	08	30
	746	00	34	30
	Road in between Gat No. 746 & 805	00	04	70
	807	00	00	50
	805	00	37	50
	Canal in between Gat No. 805	00	00	70
	804	00	18	20
	803	00	17	40
	802	00	23	30
	801	00	01	80
	808	00	27	40
	818	00	32	90
	817	00	00	50
	Nala in Gat No. 818	00	00	50
	Road in between Gat No. 818 & 1064	00	03	70
	1063	00	08	00
	1064	00	88	60
	Nala in Gat No. 1064	00	04	00
	Road in between Gat No. 1064 & 1226	00	03	80
	1226	00	02	80
	1219	00	06	40
	1220	00	41	90
	1050	00	34	60
	Cart Track in Gat No. 1221	00	00	80
	1051	00	00	50
	1221	00	11	40
	1049	00	19	40
	1048	00	02	20
	1047	00	15	60
	1078	00	38	40
	Nala in between Gat No. 1078 & 1079	00	02	40
	1079	00	17	40
	1097	00	53	10
	1096	00	18	00
	1113	00	26	00
	1114	00	38	80
	Cart Track in Gat No. 1114	00	00	70

1	2	3	4	5
1) Kashti (Contd....)	Canal in Gat No. 1114	00	00	70
	1115	00	22	80
	Cart Track in between Gat No. 1115 & 1116	00	00	40
	1116	00	16	10
	1118	00	00	50
	1119	00	52	00
	1120	00	18	40
	Road in between Gat No. 1120 & 1123	00	05	80
	1123	00	33	50
	Canal in between Gat No. 1123 & 1122	00	03	20
	1122	00	15	70
	1121	00	18	00
	1125	00	01	00
2) Nimgaon Khalu	149	00	05	60
	147	00	58	40
	142	00	70	60
	Canal in Gat No. 142	00	00	50
	140	01	19	20
	139	00	09	60
	138	00	14	40
	137	00	12	80
	136	00	25	60
	Road in between Gat No. 134 & 137	00	01	80
	134	00	42	40
	129	00	20	60
	128	00	10	40
	127	00	09	20
	126	00	37	60
	123	00	15	10
	124	00	02	30
	121	00	02	70
	120	00	22	90
	119	00	48	00
	95	00	30	10
	100	00	29	50
	99	00	01	00
	101	00	02	60

1	2	3	4	5
2)Nimgaon Khalu (Contd....)	80	01	32	00
	84	00	00	50
	36	00	20	40
	38	00	30	84
Road in Gat No. 38		00	03	20
	39	00	18	40
	34	00	00	50
	37	00	48	40
Bhima River		00	54	50

V.B. = Village Boundary

[F. No. L-14014/24/2006-G.P.]

S.B MANDAL, Under Secy.

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3491.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड पूर्व में मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलाएंस इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/ दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में पुणे जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री. एल. आर. गोतारणे, सक्षम प्राधिकारी, रिलाएंस गैस पाइपलाइन्स लिमिटेड, पूर्व में गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड, शामा हेरिटेज, "फ" बिल्डिंग फ्लैट नं. 4 ए, केशवनगर, चिचवंडगांव, पुणे - 411033, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल : खेड		जिल्ला : पुणे		राज्य : महाराष्ट्र	
गोंध का नाम	गट नंबर / सब डिविजन नं.	आर ओ यु अर्जित करने के लिये क्षेत्रफल			
		हेक्टेयर	एकर	सी एकर	
1	2	3	4	5	
1) साबळेवाडी	11	00	04	80	
	35	00	00	50	
	210	00	09	10	
	221	00	33	11	
2) बहुळ	233*	00	09	00	
	415*	00	11	40	
	1052	00	09	00	
	1058*	00	11	73	
	74	00	42	57	
	1057	00	04	00	
	273	00	19	40	
	77	00	20	63	
	1049	00	17	83	
3) पिंपळगाँव तर्फ खेड	1865*	00	32	56	
	360*	00	09	93	
	357**	00	35	99	
	387	00	06	00	
	256	00	06	86	
4) काकूस	1141	00	27	53	
	524 *	00	12	30	
	52 *	00	17	96	
	1709	00	11	85	
	1985	00	08	46	
	1026	00	19	46	
	864	00	02	95	
5) वाकी बुदुक	नाला	00	06	60	
	400*	00	15	00	
	695	00	01	00	
	629	00	07	98	
	394*	00	02	47	
	615*	00	05	00	
6) आंबेठाण	686*	00	03	00	
मंडल : नांदेड	जिल्ला : पुणे			राज्य : महाराष्ट्र	
1) वादलवाडी	516	00	14	42	
	514	00	18	03	
2) नवलाक उम्हे	720*	00	02	40	
	465*	02	32	36	
3) पवलेवाडी	9	01	01	92	

1	2	3	4	5
4) मालेगोव बुद्रुक	165*	00	38	30
5) सावळे	सर्वे नंबर 87/12 और 120/अ में रास्ता 97/4*	00 00	03 38	57 00

* का. आ. 3209 दिनांक 15/12/2004, द्वारा पी.एम.पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गये सर्वे नंबर इस प्रतिपादन नया विस्तीर्ण के लिए।

[फा. सं. एल-14014/50/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 31st August, 2006

S. O. 3491.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/ Southern offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Reliance Gas Pipelines Limited, formerly known as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Pune District in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said Pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the Pipeline under the land to Shri. L. R. Gotarne, Competent Authority, Reliance Gas Pipelines Limited, Formerly Gas Transportation and Infrastructure Company Limited, Shyama Heritage, "F" Building Flat No. 4A, Keshavnagar, Chinchwadgaon, Pune-411033, Maharashtra State.

Schedule

Mandal: Khed		District: Pune		State : Maharashtra	
Village	Survey No./Sub-division No.	Area to be acquired for ROU			
		Hectare	Acre	C-Acre	
1	2	3	4	5	
1) Sablewadi	11	00	04	80	
	35	00	00	50	
	210	00	09	10	
	221	00	33	11	
2) Bahul	233*	00	09	00	
	415*	00	11	40	
	1052	00	09	00	
	1058*	00	11	73	
	74	00	42	57	
	1057	00	04	00	
	273	00	19	40	
	77	00	20	63	
	1049	00	17	83	

1	2	3	4	5
3) Pimpelgaon tarf Khed	1885*	00	32	58
	380*	00	09	93
	357*	00	35	99
	387	00	06	00
	258	00	06	86
4) Kalus	1141	00	27	53
	524*	00	12	30
	52*	00	17	96
	1709	00	11	85
	1985	00	08	46
	1026	00	19	48
	864	00	02	95
5) Waki budruk	Nala	00	06	60
	400*	00	15	00
	695	00	01	00
	629	00	07	98
	394*	00	02	47
	615 k	00	05	00
6) Ambethan	688 k	00	03	00
Mandal : Maval	District: Pune	State : Maharashtra		
1) Badalwadi	516	00	14	42
	514	00	18	03
2) Navalekh-Umbre	720*	00	02	40
	465*	02	32	36
3) Pawalewadi	9	01	01	92
4) Malegaon- budruk	165*	00	38	30
5) Savle	Road between Survery No. 87/12 and 120/A	00	03	57
	97/4*	00	36	00

* Survey Nos. Notified vide S.O. 3209 Dated 15/12/2004 u/s 3(1) of P&MP Act 1962. Present proposal is for additional extent.

[F. No. L-14014/50/2004-G.P.]
S.B MANDAL, Under Secy.

नई दिल्ली, 31 अगस्त, 2006

का. आ. 3492. — केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि प्राकृतिक गैस के परिवहन के लिए जामनगर - भोपाल और काकिनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए गैस ट्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड (अभी इसका नाम रि लायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड तबदील किया है) द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ; कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उसमें उपयोग के अधिकार का अर्जन के सम्बन्ध में श्री. जे. एन. अमीन, सक्षम प्राधिकारी, रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, पाइपलाइन परियोजना, आनंद महल अपार्टमेंट, आनंद महल रोड, अडाजन, सुरत - 395009, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : ओलपाड	जिला : सुरत	राज्य : गुजरात		
गाँव का नाम	सर्वे नंबर / ब्लॉक नं	आर ओ यू अर्जित करने के लिये क्षेत्रफल		
		हेक्टेयर	एकर	सी. एमर
1	2	3	4	5
1. मुळद (ग्यासपुर)	439	0	14	38
	440	0	37	22
	441	0	27	53
	454	0	56	58
	455	0	0	99
	436	0	40	14
	रोड	0	5	97
	456	0	19	31
	434	0	13	78
	433	0	31	68
	432	0	13	35
	430	0	10	27
	428	0	0	47
	431	0	32	83

[फा. सं. एल-14014/28/2006-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 31st August, 2006

S. O. 3492.—Whereas It appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa pipeline, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited now renamed as Reliance Gas Transportation Infrastructure Ltd;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, In exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government here by declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri.J.N.Amin, Competent Authority, M/s Reliance Gas Transportation Infrastructure Ltd, Pipeline Project, Anand Mahal Apartment, Anand Mahal Road, Adajan, Surat - 395009, Gujarat.

SCHEDULE

Tehsli : Olpad		District : Surat		State : Gujarat	
Name of the Village	Survey No./Block No.	Area to be acquired for ROU.			C-Are
		Hectare	Are		
1	2	3	4	5	
1.Mulad (Gyaspur)	439	00	14	38	
	440	00	37	22	
	441	00	27	53	
	454	00	56	58	
	455	00	00	99	
	436	00	40	14	
	Road	00	05	97	
	456	00	19	31	
	434	00	13	78	
	433	00	31	68	
	432	00	13	35	
	430	00	10	27	
	428	00	00	47	
	431	00	32	83	

[F. No. L-14014/28/2006-G.P.]

S.B MANDAL, Under Secy.

नई दिल्ली, 1 सितम्बर, 2006

संशोधन

का. आ. 3493.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में दहेज-हजीरा-उरान एवं स्पर पाइपलाइन (पनवेल-दाभोल सेक्शन) द्वारा प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और, सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अधीन अधिसूचना का.आ. 3570 तारीख 3 अक्टूबर, 2005 द्वारा महाराष्ट्र राज्य सरकार से गेल (इंडिया) लिमिटेड में प्रतिनियुक्ति पर श्री के.एन. कशिबले को सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत किया था;

और केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 2062 एवं 2063 दिनांक 18/05/2006 एवं 20/05/2006 क्रमशः द्वारा संलग्न तत्संबंधी अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के लिये जारी की थी;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) और धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह समाधान हो जाने पर कि लोकहित में ऐसा करना आवश्यक है, यह निर्देश देती है कि नीचे वर्णित सारणी में विनिर्दिष्ट भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना में से उक्त अनुसूची की तत्स्थानी प्रविष्टि में विनिर्दिष्ट रीति से संशोधन किया जा सकेगा।

शुद्धि-पत्र

1. भारत के राजपत्र सं. 21 दिनांक 27/05/2006 के का.आ. सं. 2062 व 2063 दिनांक 18/05/2006 व 20/05/2006 में पृष्ठ सं. 4514, 4515, 4516, 4517, 4518, 4520, 4523 एवं 4543 पर.

राजपत्र के अनुसार			पदिये		
गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. मे)	गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. मे)
रेपोली	199	00-19-00	रेपोली	119	00-19-00
लाखपाले	589	00-20-00	लाखपाले	589	00-22-00
जुई-बुदुक	52/11ए	00-04-00	जुई-बुदुक	52/11ए	00-04-00
	52/11बी	00-04-00		52/11बी	
	51/2ए	00-25-00		51/2ए	00-25-00
	51/2बी	00-25-00		51/2बी	
	51/2सी	00-25-00		51/2सी	
	51/2डी	00-25-00		51/2डी	
	44/1	00-24-00		41/1	00-24-00
	44/2	00-24-00		41/2	
	44/3	00-24-00		41/3	
	44/4	00-24-00		41/4	
	44/5	00-24-00		41/5	
	44/6	00-24-00		41/6	
	37/1ए/1	00-38-00		37/1ए/1	00-38-00
	37/1ए/2	00-38-00		37/1ए/2	
	37/1ए/3	00-38-00		37/1ए/3	
	37/1बी	00-38-00		37/1बी	
	37/1सी	00-38-00		37/1सी	
	37/1डी	00-38-00		37/1डी	
	37/1ई	00-38-00		37/1ई	
	37/1एफ	00-38-00		37/1एफ	
	37/1जी	00-38-00		37/1जी	
	37/1एच	00-38-00		37/1एच	

राजपत्र के अनुसार			पदिये		
गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. मे)	गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. मे)
जुई-बुदुक	38/1/1	00-47-00	जुई-बुदुक	38/1/1	00-47-00
	38/1/2	00-47-00		38/1/2	
	38/1/3	00-47-00		38/1/3	
	38/1/4	00-47-00		38/1/4	
	38/1/5	00-47-00		38/1/5	
	38/1/6	00-47-00		38/1/6	
रोहण	1/6/ए	00-08-00	रोहन	1/6/ए	00-08-00
	1/6/बी	00-08-00		1/6/बी	
वलंग	5/1ए	00-09-00	वलंग	5/1ए	00-09-00
	5/1बी	00-09-00		5/1बी	
	61/1ए	00-01-00		61/1ए	00-01-00
	61/1बी	00-01-00		61/1बी	
	61/1सी	00-01-00		61/1सी	00-15-00
	63/1ए	00-15-00		63/1ए	
अदिस्ते	135/1	00-19-00	अदिस्ते	135/1	00-19-00
	135/2	00-19-00		135/2	
टोल-बुदुक	518ए	00-09-00	टोल-बुदुक	518ए	00-09-00
	518बी	00-09-00		518बी	
खेरे	7/2/ए1	00-02-00	खेरे	7/2/ए1	00-02-00
	7/2/ए2	00-02-00		7/2/ए2	
	7/3/ए	00-20-00		7/3/ए	00-20-00
	7/3/बी	00-20-00		7/3/बी	
	23/1ए	00-03-00		23/1ए	00-03-00
	23/1बी+2	00-03-00		23/1बी+2	
	44/1	00-07-00		44/1	00-07-00
	44/2	00-07-00		44/2	
	43/2ए	00-17-00		43/2ए	00-17-00
	43/2	00-17-00		43/2	

राजपत्र के अनुसार			पढ़िये		
गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. मे)	गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. मे)
विन्हे	36/7	00-12-00	विन्हे	36/6	00-12-00
करंजानी	1342/ए1, 1/12, 1/3, 2, 3	00-95-00	करंजनी	1342/ए1, 1/2, 1/3, 2, 3	00-95-00
सालवे	257 256	00-02-00 00-02-00	सालवे	357	00-02-00

2. भारत के राजपत्र सं. 21 दिनांक 27/05/2006 के का.आ. सं. 2063 दिनांक 20/05/2006 में पृष्ठ सं. 4535 एवं 4546 पर.

राजपत्र के अनुसार			पढ़िये		
तहसील	गाँव	सर्वे नं.	तहसील	गाँव	सर्वे नं.
महाड	टोल बुद्रुक	686 से 224 तक	महाड	सापे	686 से 224 तक

[फा. सं. एल-14014/23/2006-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 1st September, 2006

Amendment

S. O. 3493.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Dahej-Hazira-Uran and spur pipelines (Panvel-Dabhol section) in the State of Maharashtra, a pipeline should be laid by the GAIL (India) Limited;

And whereas, the Government authorized Sh. K. N. Kashivale on deputation from the State Government of Maharashtra to GAIL (India) Limited to perform the functions of the Competent Authority under clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) vide S.O 3570 dtd. 03-10-2005

And whereas, the Central Government in the Ministry of Petroleum and Natural Gas vide notification no. S.O. 2062 and 2063 dated 18/05/2004 and 20/05/2006 respectively issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) for acquisition of right of user in the land specified in the respective corrigendum annexed thereto;

Now, therefore, in exercise of the powers conferred by clause (a) of section 2 and sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government being satisfied that it is necessary in the public interest, so to do, hereby directs that the notification of the Government of India in the Ministry of Petroleum and Natural Gas specified in the schedule mentioned below may be amended in the manner specified in the corresponding entry in the said schedule.

CORRIGENDUM

1. In the Gazette of India No. 21 dated 27-05-2006 vide S.O. No. 2062 and 2063 dated 18-05-2006 and 20-05-2006 on Page No. 4514, 4515, 4516, 4517, 4518, 4520, 4523 and 4543.

As per Gazette			Be read as		
Village	Survey No.	Area (in Hect.)	Village	Survey No.	Area (in Hect.)
Repoli	199	00-19-00	Repoli	119	00-19-00
Lakhapale	589	00-20-00	Lakhapale	589	00-22-00
Jui-Budruk	52/11A	00-04-00	Jui-Budruk	52/11A	00-04-00
	52/11B	00-04-00		52/11B	
	51/2A	00-25-00		51/2A	00-25-00
	51/2B	00-25-00		51/2B	
	51/2C	00-25-00		51/2C	
	51/2D	00-25-00		51/2D	
	44/1	00-24-00		41/1	00-24-00
	44/2	00-24-00		41/2	
	44/3	00-24-00		41/3	
	44/4	00-24-00		41/4	
	44/5	00-24-00		41/5	
	44/6	00-24-00		41/6	
	37/1A/1	00-38-00		37/1A/1	00-38-00
	37/1A/2	00-38-00		37/1A/2	
	37/1A/3	00-38-00		37/1A/3	
	37/1B	00-38-00		37/1B	
	37/1C	00-38-00		37/1C	
	37/1D	00-38-00		37/1D	
	37/1E	00-38-00		37/1E	
	37/1F	00-38-00		37/1F	
	37/1G	00-38-00		37/1G	
	37/1H	00-38-00		37/1H	

As per Gazette			Be read as		
Village	Survey No.	Area (in Hect.)	Village	Survey No.	Area (in Hect.)
Jui-Budruk	38/1/1	00-47-00	Jui-Budruk	38/1/1	00-47-00
	38/1/2	00-47-00		38/1/2	
	38/1/3	00-47-00		38/1/3	
	38/1/4	00-47-00		38/1/4	
	38/1/5	00-47-00		38/1/5	
	38/1/6	00-47-00		38/1/6	
Rohan	1/6/A	00-08-00	Rohan	1/6/A	00-08-00
	1/6/B	00-08-00		1/6/B	
Walang	5/1A	00-09-00	Walang	5/1A	00-09-00
	5/1B	00-09-00		5/1B	
	61/1A	00-01-00		61/1A	00-01-00
	61/1B	00-01-00		61/1B	
	61/1C	00-01-00		61/1C	00-15-00
	63/1A	00-15-00		63/1A	
	63/1B	00-15-00		63/1B	
Adiste	135/1	00-19-00	Adiste	135/1	00-19-00
	135/2	00-19-00		135/2	
Tol Budruk	518A	00-09-00	Tol Budruk	518A	00-09-00
	518B	00-09-00		518B	
Khaire	7/2/A1	00-02-00	Khaire	7/2/A1	00-02-00
	7/2/A2	00-02-00		7/2/A2	
	7/3/A	00-20-00		7/3/A	00-20-00
	7/3/B	00-20-00		7/3/B	
	23/1A	00-03-00		23/1A	00-03-00
	23/1B+2	00-03-00		23/1B+2	
	44/1	00-07-00		44/1	00-07-00
	44/2	00-07-00		44/2	
	43/2A	00-17-00		43/2A	00-17-00
	43/2	00-17-00		43/2	

As per Gazette			Be read as		
Village	Survey No.	Area (in Hect.)	Village	Survey No.	Area (in Hect.)
Vinhe	36/7	00-12-00	Vinhe	36/6	00-12-00
Karanjani	1342/A1, 1/12, 1/3, 2, 3	00-95-00	Karanjani	1342/A1, 1/2, 1/3, 2, 3	00-95-00
Salave	257 256	00-02-00 00-02-00	Salave	357	00-02-00

2. In the Gazette of India No. 21 dated 27-05-2006 vide S.O. No. 2063 dated 20-05-2006 on Page No. 4535 and 4546.

As per Gazette			Be read as		
Tehsil	Village	Survey No.	Tehsil	Village	Survey No.
Mahad	Toll Budruk	From 686 to 224	Mahad	Sape	From 686 to 224

[F. No. L-14014/23/2006-G.P.]
S.B MANDAL, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 1 अगस्त, 2006

का.आ. 3494.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी आफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II, नई दिल्ली के पंचाट (संदर्भ संख्या 31/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-8-2006 को प्राप्त हुआ था।

[सं. एल-11012/36/2003-आई आर(विधि)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 1st August, 2006

S.O. 3494.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2004) of the Central Government Industrial Tribunal-cum-Labour Court-II, New Delhi as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 1-8-2006.

[No. L-11012/36/2003-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM
LABOUR COURT - II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE, NEW DELHI**

Presiding Officer : R. N. Rai. I. D. No. 31/2004

In the Matter of :—

Shri Joginder Singh & 27 others,
C/o. Airport Employees Union,
3, V.P. House, Rafi Marg,
New Delhi

Versus

The Assistant General Manager (P),
IGI Airport Authority of India,
Terminal- 11,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-11012/36/2003-IR(M), Central Government dated 20-02-2004 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of the union for regularisation of Shri Joginder Singh and 28 others (List enclosed) with the management of Airport Authority of India, New Delhi on the basis of Ministry of Labour Notification No.1114(E), dated 16-11-1999 is justified? If yes, to what relief the workmen are entitled to and from which date.”

The workmen have filed claim statement. In the claim statement it is stated that the Ministry of Labour, Government of India, vide its order No.L-11012/36/2003-IR(M) dated 20-02-2004 referred the industrial dispute by framing the following terms of reference for compulsory adjudication:

“Whether the demand of the union for regularisation of Shri Joginder Singh and 28 others (List enclosed) with the management of Airport Authority of India, New Delhi on the basis of Ministry of Labour Notification No.1114(E), dated 16-11-1999 is justified? If yes, to what relief the workmen are entitled to and from which date.”

That the petitioner workmen are members of the Airport Employees Union (Regd.). The Union has been espousing the cause of the workmen for regularisation of their services. The list of the workmen, the date of joining, the designations, the monthly wages of the workmen are listed and placed as Annexure P-1 of this petition.

That the Airport Authority of India is the principal employer. The appropriate Government in relation to Airport Authority of India is the Central Government.

That M/s. Kirloskar Pneumatic Co. Ltd., 208, Meghdoot Building, 94, Nehru Place, New Delhi - 19 supplied the petitioner workmen with the aid of one M/s. A.K. Shay welding works, 3344/5, Gali Pipal Mahadevi, Hauz Khas, Delhi - 6. The former is described as contractor and the later is described as sub-contractor hereinafter. The contract was between M/s. Kirloskar Pneumatic Company Limited, Contractor and M/s. Airport Authority of India to supply the petitioner workmen. There was no role assignable to sub-contractor. The contractor has been continuously signing the agreements with the Airport Authority of India for supply of manpower for the operation and maintenance of A.C. Plant at IGI Airport. That even though the Airport Authority of India has been taking work directly from the workmen and supervising their work, it created a sham contract with the contractor. The contractor further reached to agreement with various agencies at different periods of time to obtain manpower and created a sub-contractor and put the obligation on the sub-contractor to supply workmen to the Airport Authority of India. The layer after layer of contractual relationships are formulated and thick spider web is woven to create artificial employer employee relationship between the sub-contractor and the petitioner workmen with the motive to deny the employer and employee relationship between Airport Authority of India and the petitioner workmen and also deny the regularisation of services of the petitioner workmen with Airport Authority of India. In fact the petitioner workmen have been working from the date of their initial joining with the Airport Authority of India under the daily supervision of the permanent officials of Airport Authority of India. The petitioner workmen have been working continuously without any break irrespective of change of sub-contractor at different periods and some of the workmen have been working for more than a decade.

That the petitioner workmen even though working directly under supervision of the officers of Airport

Authority of India, have been shown as contract labour. The petitioner workmen joined the establishment of Airport Authority of India on various dates as mentioned in Annexure P-I of this petition as A.C. Plant supervisors, mechanics, electricians, operators and helpers. Irrespective of the change of sub-contractor, the workmen continued in their employment. The petitioner workmen passed the courses prescribed for the posts, which they have holding to maintain and operate the A.C. Plant. The A.C. Plant is installed to provide A.C. facilities in the building which is used by the Airport Authority of India for its day to day functioning.

All the petitioner workmen have been continuously working without any break from the date of their joining and the nature of job is day to day maintenance and operation of air conditioning plant of Airport Authority of India installed at ICI Airport in the Airport Authority of India Complex at Rangpuri, New Delhi. The petitioner workmen have the duty hours from 8.30 am to 5.00 pm. Sunday is the weekly off. On the public holidays and gazetted holidays, the building is remained closed as those being the holidays of the Airport Authority of India and the workmen also get holidays without pay.

The jobs of the petitioner workman include to maintain A.C. Plant installed in Airport Authority of India building. During the maintenance the workmen have to read the various meters of A.C. Plant every hour and record the same on the log book. If there is any deviation appears after meter reading the fault has to be found out immediately and the same has to be set right. If there is any fault, which requires the replacement of parts the required parts may be requisitioned by the petitioner workers by applying to J.E. & A.E. of the Airport Authority of India, who sit in the main building of the Airport Authority of India. After installing the new parts and rectifying the faults of A/C Plant by the workmen the old and defective parts will be returned to J.E. and A.E. By this description, it can be inferred that the job is permanent and perennial in nature and the job is supervised by the officials of Airport Authority of India. The A.C. Plant operates throughout the year.

That the petitioner workmen have been paid the minimum wages as notified by the Govt. of NCT of Delhi from time to time. ESI and PF deductions are made. The petitioner workmen are some times asked to do over time, but they are paid only single rate wages.

That the Contract Labour Board (Central), a statutory body studied the conditions of the contract labour working in operations of A.C. Plant and after hearing all the concerned parties came to conclusion that contract labour system has to be abolished in the category of A.C. Plant in the establishment of Airport Authority of India. While coming to this decision, the Contract Labour (Board) considered all the stipulated conditions under Section 10(2) of the Contract Labour (Regulation & Abolition) Act, 1970. Finally, the Contract Labour Board (C) recommended the abolition of contract labour system in the category of A.C. Plant maintenance and operation in the establishment of Airport Authority of India and sent the recommendations to the Central Government. The Central Government, by

virtue of powers vested with it under Section 10(1) of Contract Labour (Regulation & Abolition) Act, 1970 after due considerations came to conclusion and abolished the contract labour system in the category of A.C. Plant operations in the establishment of Airport Authority of India and the same has been published in Gazette vide No. S.O.1114(E), dated 16th November, 1999. BY virtue of this notification, the contract labour system in the category of A.C. Plant operation in the establishment of Airport Authority of India has been prohibited.

That one more similar A.C. Plant is being operated by the Airport Authority of India. In that near about 50 workmen have been working to operate the A.C. Plant. All these workmen are permanent employees and they are enjoying the scale of pay, which is near about Rs.15,000/- per month and also they have been enjoying all other amenities including security of job. The nature of duties of these permanent employees and the petitioner workmen is the same.

That the job rendered by the petitioner workmen is permanent and perennial in nature. It is necessary for the industry. Hence, the petitioner workmen are entitled to regularisation of their services.

The union, i.e. Airport Employees Union (Regd.), in its working committee meeting dated 09-10-2001 decided to espouse the industrial dispute regarding regularisation of the services of the petitioner workmen.

The respondent/management has filed written statement. In the written statement it is stated that in the instant case, the Central A.C. system was installed by M/s. Kirloskar Pneumatic Company Limited who was originally equipment manufacturer, in the premises of the respondent/management. During the period of guarantee as well as after the period of guarantee the said equipment was maintained by the manufacturer i.e. M/s. Kirloskar Pneumatic Co. Limited as per the terms and conditions of annual maintenance contract entered by and between the respondent/management and the manufacturer i.e. M/s. Kirloskar Pneumatic Co. Limited.

That it is further submitted that the Contract of maintenance was on a principal-to-principal basis and it was the responsibility and liability of the manufacturer/contractor i.e. M/s. Kirloskar Pneumatic Co. Ltd. to execute the work awarded to them by the respondent/management. In order to discharge its contractual obligation for maintenance of A.C. Plant and equipments, the manufacturer has been deploying manpower on the site. The said manpower was engaged by the manufacturers and they were working under the administrative control and supervision of the manufacturer. The respondent/management was not entitled to exercise any supervision or control over the manpower deployed by the manufacturer.

The respondent/management most respectfully submits that there was no employer-employee relation between the petitioners/workmen and respondent/management. The petitioners/workmen were the employees of M/s. Kirloskar Pneumatic Co. Ltd. and deployed by them in the premises of respondent/management for rendering maintenance services as per terms and conditions

of annual maintenance contract. The matter of appointment, service condition and termination of the workman is/was controlled and supervised solely by the manufacturer/contractor, who was their employer for all purposes and intents. It is further submitted that the contract was on a principal to principal basis and it was the responsibility and liability of the contractor i.e. M/s. Kirloskar Pneumatic Co. Ltd. to execute the work awarded to them by the respondent/management.

That on 01-04-2004 a fresh contract for operation and maintenance of Central Air-conditioning plant was awarded to M/s. Kirloskar Pneumatic Co. Ltd. for the period of 01-04-2004 to 31-03-2005. However, M/s. Kirloskar Pneumatic Co. Limited informed the respondent/management only on 26-04-2004 that they will not be able to provide their services for the operation and maintenance of central air-conditioning system.

That since M/s. Kirloskar Pneumatic Co. Limited has withdrawn their services on their own the respondent/management has explored all possibilities by holding discussion and meetings with representative of the M/s. Kirloskar Pneumatic Co. limited to continue the work. But no fruitful results came out. At last the respondent/management has requested to M/s. Kirloskar Pneumatic Co. Limited to carry out the work for this summer season, as the respondent/management is in process to replace the existing AC Plant after that no backup support will be needed for these equipments. But M/s. Kirloskar Pneumatic Co. Limited refused to continue. The special situation arose due to above circumstances, then the appointed and authorised sub-contractor of M/s. Kirloskar Pneumatic Co. Limited i.e. M/s. Akshay Welding has been asked to carry out the operation and maintenance for three months by awarding a separate new contract till the time respondent/management made alternative arrangements.

That it was decided by the respondent/management to replace the existing chilling units and cooling towers with the most modern energy efficient micro-processor based machinery and equipments. Accordingly, tenders were invited for replacement of machines and equipments as mentioned above. The respondent/management thus, awarded the contract for replacement of central A.C. Plant with most modern micro-processed based machinery to M/s. Blue Star Limited through a call of open tender. In this contract the all inclusive operation and maintenance of high side equipment is also given for 7 years i.e. one year pre guarantee period after provisional take over of one year during defect liability period from the date of completion and operation inclusive maintenance after warranty period is over for 5 years, commencing from the expiry of defect liability period as respondent/management do not have the expertise and technical know now of these equipments. The M/s. Blue Star Limited has already started the replacement of existing M/s. KPC Limited made AC Plants. The new plant is likely to be commissioned by February, 2005. M/s. Blue Star Limited has imported these machinery/equipment from USA and they will carry out the operation and maintenance of these equipments through their own technical personnel.

That in the meanwhile a fresh tender for six months was invited with reduced scope of work. Accordingly, the aforesaid work was awarded to M/s. Dual Engineers by the respondent/management for the period 01-07-2004 to 31-12-2004 and vide letter dated 25-06-2004, the respondent/management conveyed its acceptance to the offer of M/s. Dual Engineers. The said contract had to be extended till 23-01-2005 because of the interim order passed by this Hon'ble Tribunal on 12-10-2004 whereby this Hon'ble Tribunal directed the answering respondent that the petitioner/workmen will not be removed. The new machinery will become operative as soon as the winter season is over.

That it is the respectful submissions of the respondent/management that the contract executed with M/s. Kirloskar Pneumatic Co. Ltd. was on a principal to principal basis and was neither sham nor camouflage. The M/s. KPC Limited is a separate entity independent of the respondent/management and had the requisite work force and specialisation in executing the subject matter.

That the respondent/management respectfully submits that the petitioners/workmen were never the employees of the respondent/management i.e. Airport Authority of India. Admittedly, they were all the employees of the Contractors. The matter of appointment, service conditions, and termination of the services of petitioners/workmen was controlled and supervised by the contractor only. As per the contract, the contract was liable to pay remuneration, Insurance contributions etc. to the petitioners/workmen and the contractor alone was responsible for the same. It is further evident from the bonus-sheet for the period of 2003-04 and No Dues Claim Certificate that the petitioners/workmen were the employees of authorised sub contractor of M/s. KPC Limited i.e. M/s. Akshay Welding and are now employed by M/s. Dual Engineers. And thereafter, M/s. Dual Engineers is exercising control and supervision over the work of the petitioners/workmen, which is further evident from the attendance sheet maintained by M/s. Dual Engineers.

That the respondent/management respectfully submits that the petitioners/workmen were the employees of the contractor and not of the respondent/management. It is further submitted that the placement, appointment, supervision and payment of wages etc. were all the responsibility of the contractor which is evident from the terms and conditions of the contract. The contract between the respondent/management and the contractors is on a principal to principal basis and it is the responsibility of the contractor to provide necessary supervision and control over its employees.

That Ministry of Labour vide its notification No.1114(E) dated 16-11-1999, inter-alia, prohibited employment of contract labour in the jobs, operations or processes specified in the schedule to the aforesaid notification in the establishment of the respondent/management.

That it is most respectfully submitted by the respondent/management that the case of the respondent/management falls within the exception carved out in the

notification No.114(E) dated 16-11-1999, whereby the provisions of Contract Labour (Regulation & Abolition) Act, 1970 were made applicable to certain organisations in respect of certain activities specified therein. It is further submitted that the job of maintenance and operation of air conditioning plant was undertaken by the manufacturer/original supplier as part of supply arrangements. It is further submitted that the contract between the respondent/management and the manufacturer/contractor was an annual maintenance contract therefore, the said notification was not applicable to the case of the respondent/management.

That even otherwise, the said notification was quashed by the Hon'ble High Court of Delhi vide its order dated 22-11-2001. That the aforesaid order dated 22-11-2001 passed by the Hon'ble High Court of Delhi was challenged by the Airport Employees Federation of India by way of filing an LPA bearing No. 530/2002.

The Hon'ble Division Bench was pleased to dismiss the aforesaid appeal vide its order dated 24-07-2002.

That the aforesaid order dated 24-07-2002 passed by the Hon'ble Division Bench was challenged by one Shri S. Shivaraman by way of filing an SLP bearing No. 956/2003. The Hon'ble Division Bench was pleased to dismiss the aforesaid SLP vide its order dated 13-01-2003.

That in view of the above, it is appearing that at the time of issuance of the reference order, no notification existed in the eyes of law and the reference order has been made mechanically and without application of mind. As such the reference order made by the Central Government is bad in law and liable to be quashed outrightly.

That however, despite being aware of the above factual and legal position, petitioners/workmen raised an alleged industrial dispute against the respondent/management and consequent upon failure report submitted by the Conciliation Officer, the following terms of reference was made by the Central Government for adjudication to the Central Government Industrial Tribunal:

"Whether the demand of the union for regularisation of Shri Joginder Singh and 28 others (List enclosed) with the management of Airport Authority of India, New Delhi on the basis of Ministry of Labour Notification No.1114(E) dated 16-11-1999 is justified? If yes, to what relief the workmen are entitled to and from which date."

That the reference has been made without impleading the contractors who are necessary parties to the alleged industrial dispute and the aforesaid dispute cannot be adjudicated without impleading the employers of the petitioners/workmen.

In view of the aforesaid facts and circumstances it is most respectfully submitted that there is no claim for any relief to the petitioners against the answering respondent for their becoming the employees of answering respondent for their regularisation and/or continuity of their services from answering respondent.

That the appropriate government failed to appreciate that the case of the respondent/management falls within

the exception carved out in the notification No. 1114(E) dated 16-11-1999. It is most respectfully submitted that the said notification was not applicable to the case of the respondent/management.

That the impugned terms of reference dated 20-02-2004 has been made mechanically and without application of mind and is liable to be set aside. The appropriate government further failed to appreciate that the notification dated 16-11-1999, having been quashed/set aside in the writ proceedings, is no longer in existence at the time of issuing the reference order. Thus, the reference based on the same is liable to be set aside outrightly.

That there is no employer-employee relationship between the petitioner/workmen and the respondent/management. The petitioners/workmen have been the employees of the contractor who are having a contract with the respondent/management on principal to principal basis. It is an admitted position that the PF and ESI of the petitioners/workmen have been deducted and deposited by their employer and not by the respondent/management.

That it is submitted that the present claim as filed by the petitioners/workmen is untenable, as no relationship of Employer and Employees ever existed between the petitioners/workmen and the respondent/management. The petitioners/workmen continue to be the employees of the contractor and thus if any claims are to be preferred, they have to be preferred only against the contractor. It is respectfully submitted that the petitioners/workmen have been appointed by the contractor, who was responsible for selecting his employees as per his own requirement. Further it was only the responsibility of the contractor to supervise and to take disciplinary action in case of any breach/misconduct, if any, committed by its employees. It was the responsibility of the contractor to organize and regulate its respective employees/claimants. The contractor was responsible for the payment of remuneration to its respective employees. Further uniform of the employees, insurance policy, provisions related to EPF, ESI payment and bonus are all the responsibility of the contractor under the contract. It is pertinent to mention that in view of the aforesaid, the contractor was the ultimate authority in so far as the question of appointment, dismissal, new appointment, working of the employees/claimants in the present case were concerned.

That the present reference is bad in law for the non-joinder of necessary parties and the same is liable to be struck down by this Hon'ble Tribunal as the contractor namely M/s. KPC Limited, M/s. Akshay Welding Works and M/s. Dual Engineers have not been arrayed as party. The present reference has erroneously been made qua Airport Authority of India and not qua the contractor who are both the proper and necessary party.

That the petitioners/workmen are guilty of suppression of material facts and have tried to obtain unjust enrichment at the cost of M/s. Airport Authority of India by misrepresentation. The present reference is liable to be struck down on this ground along in as much as the petitioners/workmen have not approached this Hon'ble Tribunal with clean hands.

That the cause of the petitioners/workmen has not been espoused by any trade union which is registered under the Trade Union Act nor by any substantial number of workmen. Hence, the order of reference is liable to be quashed as no industrial dispute exists between the parties.

That the Hon'ble Tribunal has no jurisdiction to entertain the present claim as the petitioners/workmen are not covered under any of the provision of the ID Act, hence the claim statement is liable to be rejected and reference order be declared as void and null.

The union has filed rejoinder. In rejoinder the union has reiterated the averments of claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

The Union on behalf of the workman was directed to file affidavit by 03-10-2005 but the union has not filed it till 20-07-2006. Evidence was closed and management was heard. The Union has failed to file affidavit in support of the claim statement. The Union has failed to prove its claim.

The reference is replied thus :—

The demand of the union for regularisation of Shri Joginder Singh and 28 others (List enclosed) with the management of Airport Authority of India, New Delhi on the basis of Ministry of Labour Notification No.1114(E) dated 16-11-1999 is not justified. The workmen applicants are not entitled to get any relief as prayed for.

R. N. RAI, Presiding Officer

Date : 25-07-2006.

नई दिल्ली, 2 अगस्त, 2006

का.आ.3495.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 53/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-06 को प्राप्त हुआ था।

[सं. एल-12012/165/1997-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd August, 2006

S.O. 3495.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the management of Canara Bank, and their workman, which was received by the Central Government on 2-8-2006.

[No. L-12012/165/1997-IR (B-II)]

C. GANGADHARAN, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**

"SHRAM SANDAN"

**III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE-560022**

Dated: 19th July, 2006

PRESENT

SHRI A.R. SIDDIQUI, Presiding Officer

C. R. No. 53/1998

IPARTY

Shri Ananda Theertha,
S/o K.B. Krishana Murthy,
Door No. 59, Indiranagar,
Bidadi Taluk,
Rammagar-562109

IIPARTY

The General Manager,
Canara Bank Circle Office,
86-M.G. Road,
Bangalore-560001

APPEARANCES

1st Party : Shri V S Naik,
Advocate.

2nd Party : Shri T. R. K. Prasad,
Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/165/97-IR (B-II) dated 4th June, 1998 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Canara Bank in terminating the services of Shri Ananda Theertha is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the first party workman, as made out in the Claim Statement, relevant for the purpose is that he was appointed as a Temporary Sub Staff w.e.f. 4-10-1982 in the Bidadi branch of the management bank and worked up till 1989 and thereafter he was engaged as a Coolie and worked as such till he was refused employment w.e.f. 1-1-1992; that he worked continuously for a period of more than 240 days in each calendar year but his services were terminated from 1-1-1992 without valid grounds. He raised the dispute before the ALC(C), Bangalore and the conciliation proceedings ended in failure and the Labour Ministry refused to make reference to this tribunal on the ground that dispute was belated for a period of about 10 years. He approached the Hon'ble High Court by way of writ petition and under the orders of the High Court the present reference came to be made to this tribunal. Therefore, he contended that he worked as a daily wager during the aforesaid period continuously and was also responsible for mobilizing the deposits during the period

January 1984 to August 1984 as evident from the letter dated 17-5-1985 addressed by the Divisional Manager to the Senior Manager of Bidadi branch and also the letter dated 31-7-1991 addressed by the Manager to the Divisional Manager, Bangalore. Therefore, he submitted that the action of the management in terminating his service was a clear case of retrenchment as defined under section 2(oo) of the ID Act and since there was no compliance of Section 25F of the ID Act it amounts to illegal termination liable to be set aside by this tribunal.

3. The management by its counter statement not disputing the fact that the first party worked with the bank in the beginning as a daily wager and then as a Coolie on daily wage basis during period from 1982 till 1991, however, contended that he worked for 78 days in the year 1982, 84 days in the year 1983, 88 days in the year 1984, 85 days in the year 1985, 52 days in the year 1986, 81 days in the year 1987, 27 days in the year 1990 and 4 days in the year 1991. The management contended that in no calendar year the first party worked continuously for a period of 240 days and more and that he was not entitled to be empanelled as a daily wager in not fulfilling norms for employment as per the prescribed rules and procedures of the bank. He is also not entitled to be considered for the purpose of permanent post of sub staff for the reason that for the appointment of sub staff, the bank is required to follow the prescribed procedure and the service conditions which are popularly known as Award Staff governed by Shastri Award, Desai Award and Bipartite Settlement entered into between the unions from time to time. Therefore, the management contended that in discontinuing the services of the first party in the month of December 1991, there being no work available to the first party on temporary basis, the action of the management does not amount to retrenchment or illegal termination attracting the provisions of Section 2(oo) read with Section 25F of the ID Act. As far as letter dated 3-1-1985 mentioning the fact that the first party worked for a period of 276 days during the year 1984 which has been very much relied upon by the first party to show that he has worked for a period of more than 240 days in the said period. The management contended that it is letter fabricated by the first party himself. In the result the management requested this tribunal to dismiss the reference.

4. During the course of trial, the management examined MW1, Sr. Branch Manager, Bidadi branch giving the evidence based on records and his statement in examination chief relevant for the purpose is that the first party never worked for 240 days and more during any calendar year and he also deposed as to actual working days of the first party during the years 1982 to 1991. He stated that appointment of the first party as a sub staff as per EX. M1 was for a specific period from 4-10-1982 to 18-10-1982. He then referred to the register at EX. M2 maintained for the purpose of payment of Bonus to the

daily wage workers and others and also the register at EX. M3 showing the actual working days and the daily wages paid to the Temporary employees during the year 1989 to 4th July 1992. The register at EX. M2 is from 1982 to 1994. Coming to the above said letter marked at EX. M5 he stated that the first party did not work for a period of 276 days in the year 1984 and it is the letter created by the first party by pasting a chit in the name of Sr. Manager upon his own name written on the top of that said letter. He then referred to the representations of the first party as per EX. M4 & EX. M5. In his cross examination he denied the suggestion that the first party worked continuously from 1980 to 1992 and then stated that he worked from 1980 to 1987 and then for the years 1990 and 1991 and did not work at all in the year 1992. When was confronted with the letter at EX. M5 he stated that it is not a genuine letter and it is concocted by the first party and that no action has been taken on EX. M5 against the first party.

5. The first party filed his affidavit by way of examination chief once again reiterating the fact that he worked under the management right from the year 1982 till the year 1992, initially, working as a sub staff then working as a coolie and was also responsible for mobilizing the deposits during the year 1984 and that his services have been terminated by the management without following the legal procedure. In his cross examination the first party in no uncertain words admitted that he worked for 78 days in the year 1982, 84 days in the year 1983, 88 days in the year 1984, 85 days in the year 1985, 52 days in the year 1986, 81 days in the year 1987. He worked for 27 days in the year 1990 and 4 days in the year 1991 but denied the suggestion that he worked for the aforesaid periods intermittently and not continuously and that he did not work during the years 1988 & 1989 at all. He admitted that he has been paid bonus for the period shown in the bonus register at Ex. M2 and also has been paid wages as per Ex. M3 register for the days he worked. However, he denied the suggestion that except for the period the bonus was paid as per Ex. M2, he has not worked beyond that period.

6. Learned counsel for the management Shri T R K Prasad vehemently argued that first of all it is not a case of termination of the services of the first party by the management so as to establish that the management was justified or not justified in terminating his services. He submitted that in the beginning for few months as per Ex. M1 first party was appointed as a sub staff and after the expiry of the period shown in the said appointment order, his services are being engaged by the management bank as a Coolie on daily wage basis and that during the period from 1982 to 1991 in no calendar year the first party worked for a period of 240 days and more so as to attract the provisions of Section 2(oo) read with Section 25F of the 10 Act. He contended that the letter at Ex. M5 relied upon by the first party showing that he worked for a period of 276 days in the year 1984, first of all will not help the

case of the first party as the first party in order to attract the aforesaid provisions of law in the first instance has to prove that he worked for a period of 240 days and more during the 12 calendar months immediately preceding his alleged termination of the services. Even otherwise the letter at Ex. M5 is a fabricated letter prepared by the first party himself addressed in the name of Dy. General Manager purporting to have been written by the Sr. Branch Manager, Canara Bank, Bidadi Branch. He got a chit typed in the name of Sr. Manager, Canara Bank and pasted it over his own name written on the said letter and therefore, it will not help the case of the first party to substantiate his case. He also argued about the procedure prescribed for the purpose of appointment of sub staff or listing the name of temporary sub staff in the panel prepared by the bank and for the purpose of appointment of temporary peon on permanent basis. He argued that first party is neither entitled to empanel as a daily wagger nor as a permanent employee, his services being utilized by the bank temporarily for intermittent period as a Coolie on daily wage basis.

7. Whereas, learned counsel for the first party Shri Ramesh for Shri V.S. Naik with an equal vehemence contended that the first party must succeed in the case on the basis of the aforesaid letter at Ex. M5 itself and he termed the said document as a trump card supporting the case of the first party. He also referred to the letter at Ex. M4 given by the first party on 23-1-1989 wherein he requested the bank to provide him a job as a sub staff. He then referred to the letter at Ex. M6 once again by the first party to get his name empanelled in daily wages panel on 3-1-1996.

8. After having gone through the records I do not find much substance in the arguments advanced for the first party. The facts very much admitted by the first party himself in his cross-examination would make it abundantly clear that in no calendar year between 1982 to 1992 he worked continuously for a period of 240 days and more. In the first part of his cross-examination as noted above, in very clear terms he admitted that he worked for 78 days in the year 1982, 84 days in the year 1983, 88 days in the year 1984, 85 days in the year 1985, 52 days in the year 1986, 81 days in the year 1987, 27 days in the year 1990 and 4 days in the year 1991. Although the first party also contended that in the years 1988 and 1989 also he worked with the management bank but there is absolutely no record coming forth on his part to speak to the said fact. The above said statement of first party made by way of admission in his cross-examination also gets very much support from the two registers produced by the management namely the bonus register and the register maintained for the purpose of payment of wages to the temporary employees. The Bonus register at Ex. M2 would very much support the contention of the management that the first party worked during the above said period for the days he had spoken to in his statement in cross-examination as per the case of the

management made out in the Counter Statement as well as in the statement of MW1. Similarly, the management took support of the register at Ex. M3 to show that for whatever period the first party worked, he has been paid wages as per the entries made in the said register. On going through the entries made in the bonus register as well as in the register maintained for the payment of wages, it is very much evident that the first worked with the management either as a daily wagger or as a temporary coolie on daily wage basis for the period he has spoken to and admitted in his aforesaid statement in cross-examination. As argued for the first party himself his trump card is the letter at EX.M5 said to have been written by Sr. Manager to Dy. General Manager wherein it is mentioned that the first party worked for a period of 276 days from 1-1-1984 to 31-12-1984. On going through the said letter I find substance in the arguments advance for the management that this letter in fact initially was addressed by the first party himself to the Dy. General Manager and it is over and above his name a typed chit in the name of Sr. Manager was pasted so as to make it appear that it was sent by the Sr. Manager to the Dy. General Manager. That apart, the fact said to have been mentioned in the said letter saying that the first party worked for 276 days in the year gets belied and negatived in the very statement of the first party in his cross-examination, wherein in unequivocal words he admitted that during the year 1984 he worked for 88 days. This statement as noted above, also has been very much corroborated by the management evidence produced by way the aforesaid two registers, one meant for payment of bonus and another meant for payment of daily wages to the temporary workers. The fact that he worked for 276 days in the year 1984 also does not get support from his own letter dated 23-1-1989 wherein he gave details of working days as a daily wagger during the years 1984 to 1988. He did not disclose the number of days he worked with the bank during the years 1983 to 1988 though he has disclosed the number of days he worked for the period from 1980 to 1983. Therefore, from the statement of MW1 who has given the number of days during the period 1980 to 1991 and not disputed by the first party in his cross-examination, from the admissions of first party himself in his cross-examination as noted above, and from the documents produced by the management referred to supra, it gets very much clear that the first party did not work with the management bank continuously for a period of 240 days and more in any of the calendar year during the period from 1980 to 1991 or 1992. It is also not in dispute that when his services were terminated in the month of December 1991 i.e. w.e.f. 1-1-1992 the working days on which he worked with the management bank in 1991 were hardly four days. During the year 1990 as noted above, he worked hardly for 27 days. Therefore, undisputedly the first party did not work for a period of 240 days and more continuously during the block period of four months in the year 1991 immediately before his services were terminated by the

management by way of refusal of work to him on daily wage basis. The fact that he worked as a sub staff initially under the appointment letter at Ex. M1 undisputedly for a specific period from 4-10-1982 to 18-10-1982 will not be coming to the rescue of the first party to claim himself to be a sub staff of bank as undisputedly subsequent to the above said period in his own words he had been working with the bank as a Coolie on daily wage basis. The very fact that he made a representation dated 3-1-1996 as per Ex. M6 making a request for inclusion of his name in the daily wagers panel could make it abundantly clear that his name also did not appear in the daily wages panel at any point of time and that he continued to work with the bank only as a Coolie on daily wage basis, that too, for the period mentioned as per his own admissions made in cross-examination. Therefore, having regard to the fact undisputed that the first party did not work for a period of 240 days and more during any block period of 12 months continuously, provisions of Section 2(o) read with Section 25F of the ID Act are not at all attracted in this case. In the result it cannot be said that it was a case of retrenchment or illegal termination and that the management was not justified in terminating his Services without the compliance of Section 25F of the ID Act. However, having regard to the undisputed fact that initially the first party was appointed as a sub staff as per Ex. M1 and for a length of period he worked under the management as a daily wager, it appears to me that ends of justice will be met if the management is called upon to enlist the name of the first party in the daily wagers panel maintained by it and to provide him the work on daily wage basis as and when it is available along with the other daily wagers empanelled. Hence the following award :

AWARD

The reference stands dismissed. The management is however asked to empanel the name of the first party in the panel of daily wagers and provide him work on daily wage basis subject to availability of the work along with other daily wagers shown in the said panel. No cost.

(Dictated to PA transcribed by her corrected and signed by me on 19th July 2006)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 2 अगस्त, 2006

का.आ. 3496.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियन्टल बैंक आफ कामर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली नं.-2 के पंचाट (संदर्भ संख्या 157/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-06 को प्राप्त हुआ था।

[सं. एल-12012/12/1999-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd August, 2006

S.O. 3496.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 157/1999) of the Central Government Industrial Tribunal-cum-Labour Court-New Delhi No. II as shown in the Annexure in the Industrial Dispute between the management of The Branch Manager, OBC Bajpur and their workman, which was received by the Central Government on 2-8-2006.

[No. L-12012/12/1999-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II, RAJENDRA BHAWAN, GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R. N. RAI.

I. D. No. 157/1999

In the matter of :—

Shri Dharamveer,
S/o. Shri Bankey Lal,
Vill: Kajiapura (Rampur),
Post: Sheesh Garh,
Distt: Bareilly (UP).

VERSUS

1. The Dy. General Manager,
Oriental Bank of Commerce,
Bazpur,
Udham Singh Nagar (UP).
2. The Dy. General Manager,
Oriental Bank of Commerce,
28/1, Nawal Kishore Marg,
Hazratganj,
Lucknow (UP).
3. The Chairman/Managing Director,
Oriental Bank of Commerce,
Head Office: Harsh Bhawan,
E - Block, Connaught Place,
New Delhi -110001.

AWARD

The Ministry of Labour by its letter No. L-12012/12/99/IR(B-II) Central Government Dt. 14/19-05-1999 has referred the following point for adjudication.

The point runs as hereunder:

“Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Dharam Veer, Ex. Temporary Peon-cum-Messenger w.e.f. 25-12-1997 is just, fair and legal? If not, what relief he is entitled to and from what date”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman was recruited/appointed as a Class-IV employee on 25-03-1996 by the then Branch Manager in the Oriental Bank of Commerce, Branch Bazpur, District Udham Singh Nagar. He worked and discharged his duties with utmost responsibility and dignity to the satisfaction of all his superior officers.

That the said workman worked continuously for total 635 days i.e. 25-12-1997 and was also paid his salary up to the month of November 1997. Thereafter his service was orally terminated which is against the provisions of Labour Laws in as much as neither he was paid one month's salary nor one month's notice prior to termination of his services. Further he was also not paid salary for the month of December, 1997. The workman requested/prayed the Branch Manager to reinstate him on the said post on several occasions.

That as submitted earlier the termination of workman is in total contravention of the provisions of ID Act, 1947, as the workman has completed more than 240 days of continuous service. It is wholly illegal and null and void as such the workman is entitled for reinstatement in service of the bank with all consequential benefits as he has no other source of income.

That the workman is also filing the list of all relevant documents, list of reliance as well as list of witnesses in order to prove his claim that he has infact served in bank for 635 days and also got the salary up to November 1997.

That after removal of the said workman the Bank has employed one Shri Deepak Kumar, son of Shri Shiv Charan Singh as a Class-IV employee in place of the said workman. Therefore, such action of the bank is also in violation of provision of section 25 H of the ID Act, 1947.

The management has filed written statement. In the written statement it has been stated that there never existed employee- employer relationship between the claimant and the answering management and hence the reference is liable to be rejected on this ground alone. The applicant has misrepresented the facts before the court stating therein that he was a regular employee of the management bank whereas the applicant was not in the employment of the management bank and no appointment letter or termination letter was ever issued to him by the management, hence the present reference is liable to be rejected.

It is wrong and denied that the claimant was appointed as Class-IV employee on 25-3-1996 as has been made out in the claim statement. It is further stated that the management bank is a nationalised bank and the procedure for recruitment of subordinate staff has to be routed through Employment Exchanges against the indent placed by the bank.

It is wrong and emphatically denied that the workman was in the employment of the bank from 25-12-1997 or that he worked for a period of 635 days with the management bank as its employee. Since the claimant was never in the employment of the bank, the contention on his behalf that he was orally terminated from the bank is wrong and hence vehemently denied. It is stated that the claimant be put to strict proof of his employment with the management bank.

That the contents of para 3 insofar as they relate to matter of record are not disputed. However, it is stated that there has been no violation of the provisions of labour law, as has been alleged in this para. It is again reiterated that the claimant was never in the employment of the management bank and hence the whole basis of reference to this Hon'ble Tribunal is misconceived and liable to be

rejected. It is stated that as per the scheme framed in the Government guidelines and as laid down in the BPS dated 19-10-1966 the bank has a right to appoint temporary employee for limited period of work which is of essentially temporary in nature or who is employed temporarily as an additional workman in connection with the temporary increase of work of permanent nature. The claimant might be one of such employee.

It is stated that the claimant has not worked with the management. It is stated that the management-bank has its own recruitment policy and guidelines which cannot be overlooked. It is further stated that the management is a public sector bank and has to act in accordance with the provision of the Constitution. The provision of retrenchment are not applicable in the case of the claimant as his engagement was purely on causal basis.

There is no violation of section 25 H of the ID Act, 1947 and there is no discrimination which has been caused by the bank to the claimant. It is wrong and denied that the respondents have employed Shri Deepak Kumar in place of the claimant.

The workman-applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he worked continuously for a total period of 635 days till 25-12-1997. He was engaged as Class-IV employee on 25-3-1996. The management has terminated the services of the workman against the provision of Labour Laws. He has not been paid one month's salary in lieu of notice and retrenchment compensation. He has not been paid salary for the month of December 1997 though he has completed more than 240 days of continuous service.

It was further submitted that he was serving the bank as office Peon. The workman has filed photocopy of his attendance from B-52 to B-69. The attendance has been certified by Mr. Mohan. The workman has filed photocopies of letter dated 27-3-1997 and 29-9-1997. These letters have been addressed to the Manager, SBI, Bazpur. The workman has put his signature. The management has not denied these letters so the letters shall be deemed proved. In these letters the bank has asked to furnish balance certificate depicting the balance with the SBI, Bazpur in the current account 2B/7. The workman Dharamvir has put his signature over these letters. These letters indicate that he was assigned the work of delivering these letters to the appropriate authorities. Paper No. B-77 is the letter written on letter head of Punjab & Sind Bank by Shri Hari Singh asking the workman to report on 1-4-1998.

The case of the workman is that he has been working in the respondent/bank in branch Bazpur since 25-3-1996 and his period of work is from 25-3-1996 to 25-12-1996 so he has worked for 240 days at least in the year 1996.

The management witness has admitted in his cross examination that he took over charge from Mr. B.C. Mishra and he can identify the signature of Shri B.C. Mishra. The management witness has admitted that the signature on page 25 is the signature of Shri B.C. Mishra the then Branch Manager and at point B on the same page Mr. B.C. Mishra the then Branch Manager has attested the signature of Dharamvir which is found at point B. So it is proved that the workman was entrusted with the work of delivering registered letters and his signature was attested by the Branch Manager, Shri B.C. Mishra.

It was submitted from the side of the management that the photocopy of attendance register B-52 to B-69 is not a copy of attendance register. It is a slip of current account of the Oriental Bank.

It was submitted from the side of the management that there is no sanctioned post and the workman was engaged on need basis. He has not completed 240 days work.

It was submitted from the side of the management that the claimant was never in the employment of the management. Hence, the whole basis of his claim is misconceived and is liable to be rejected.

It was further submitted from the side of the management that as per the scheme framed in the Government guidelines and as laid down in the BPS dated 19-10-1966 the bank has right to appoint temporary employee for limited period of work which is initially of temporary nature. The bank may employ an additional workman in connection with the temporary increase of work of permanent nature. The claimant was one such employee. The respondent/bank has its own recruitment policy and guidelines which cannot be overlooked. The respondent/bank is a Public Sector bank and acts according to the provisions of the Constitution. The provisions of retrenchment are not applicable in the case of the claimant as his engagement was purely on casual basis. There is no violation of Section 25 H of the ID Act, 1947.

It was submitted from the side of the management that he has filed photocopy of attendance slip but it has been verified by Shri H. Mohan only for 45 days and thereafter there is no such verification. No one can get slip of current Oriental Bank and put his signature and write his name on that slip. That slip is not for the purpose of attendance of a workman or an employee. Since the attendance slip filed by the workman has not been attested by any official of the bank the workman may have obtained it and put his name and signature and date on such photocopies. The photo slips of attendance filed by the workman are not authentic and on this basis it cannot be said that he has put his signature in the attendance register. It is not a genuine proof of his attendance.

It was further submitted that he has filed photocopies of two or three letters on which his signatures have been verified. He may have been engaged for a short period and he may have been given some dak or some registered letters as per need. So his engagement was need based. He has not proved that anyone else was employed in his place. He has named one Shri Deepak Kumar working in his place

but has not mentioned his name in his affidavit. So he has not discharged initial burden of proving that he has worked for 240 days.

It was further submitted that he has admitted in his cross-examination that he was initially paid Rs. 300 thereafter it was raised to Rs. 600 and finally to Rs. 700. The wages which he has admittedly received are not the wages of a casual labour or daily rated employee who works for the entire month. None can work for the entire month on the wages of Rs. 300 or Rs. 600 or Rs. 700. It appears that he was not employed on all the days or on all the months of a year. He was employed off and on so he was paid initially Rs. 300 and it was raised to Rs. 600 and then to Rs. 700. The minimum wages in the year 1996-97 would not have been less than Rs. 4000 to Rs. 5000. The amount which he has received shows that he was not a daily rated worker for the whole month or for the whole year but work was taken from him off and on when it was required. So he has failed to prove that he has worked for 240 days either in 1996 or in 1997.

It was submitted from the side of the counsel of the workman that the original paper is in possession of the employer bank hence the workman could not produce the relevant records to establish his status in the bank but impliedly it has been established that he has worked for more than 240 days. For attracting Section 25 of the ID Act, 1947 he has to establish the fact by document that he has worked for 240 days. It cannot be proved only by oral evidence or by affidavit as has been held by the Hon'ble Apex Court.

The workman applicant has failed to prove the assertion of his claim statement so he is not entitled to get any relief. It appears that he was given only conveyance charges to deliver all the registered letters and Dakas as and when required so he was paid Rs. 300.

The reference is replied thus :

The action of the management of the Oriental Bank of Commerce in terminating the services of Shri Dharam Veer, Ex. Temporary Peon-cum-Messenger w.e.f. 25-12-1997 is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 27-7-2006. R. N. RAI, Presiding Officer

नई दिल्ली, 2 अगस्त, 2006

का.आ. 3497.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ नं.-2 के पंचाट (संदर्भ संख्या 39/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/88/2004.-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd August, 2006

S.O. 3497.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2004)

of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh No. II as shown in the annexure, in the Industrial Dispute between the management of Punjab National Bank, and their workman, which was received by the Central Government on 2-8-2006.

[No. L-12012/88/2004-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Presiding Officer : Shri KULDIP SINGH

Case I. D. No. 39/2004

Registered on 29-09-2004/30-11-2004

Date of Decision 19th July, 2006

Raghubir Singh S/o Shri Hardwari Lal, Bhatta Colony, Near
Lachhmi Narayan Mandir, Ward No. 12, Distt. Fatehabad
(Haryana)

...Petitioner

The Regional Manager, Punjab National Bank, Hissar

...Respondent

APPEARANCES

For the Workman : Workman in person

For the Management : Mr. H. L. Khattar, AR

AWARD

The Govt. of India vide their notification No. L-12012/88/2004-IR (B-II) dated 3-9-2004 referred the following matter for the consideration of this Tribunal :

"Whether the action of the Management of Punjab National Bank in terminating the services of Shri Raghubir Singh S/o Sh. Hardawri Lal is just and legal? If not, what relief the workman is entitled to?"

The reference remained with the CGIT-cum-Labour Court-I, Chandigarh, till 30th November, 2004 when it was transferred to this Tribunal and was registered in this Tribunal on that day. In response to the notice issued, the workman appeared in person whereas the Management appeared through Shri Harjit Singh, HRD Officer of the Management Bank. The workman filed the Claim Petition, a copy of which was given to the Management. The Management took time to file the Written Statement and it was only on 21st March, 2005 that they filed the Written Statement, a copy of which, was provided to the workman.

The record of the file further shows that the workman filed his re-application, to what the Management stated in the Written Statement. Workman also filed his affidavit whereas the Management filed the affidavit of their Witness R.K. Makkar in support of their defence to the claim of the workman. The workman as well as the witness of the Management, Shri R.K. Makkar, appeared as witness and proved their affidavits as well as the documents placed on record by them.

As made out in his claim Petition, the grievance of the workman is that he was employed as Chowkidar-cum-Peon on daily wages by the Management in the year 1972 and his services were regularized on 29th March, 1975, as Peon-cum-Guard against a regular post at Bhattu Kalan. Thereafter, he was promoted as Peon-cum Daftari being a Matriculate. He, however, performed the duty of Cashier/Clerk during the peak hours of Terrorism at Dabwali and in that regard he deposited an amount of Rs.1000 cash, as security deposit.

His further case is that his wife became a patient of Mental Depression and remained under the treatment of different hospitals including PGI, Rohtak, Ganganagar and Tatia Hospital, for 15 years. His two children Komal and Yashu Kumar were handicapped suffering from polio and they also remained under the treatment of different doctors. The daughter Komal was operated upon for a foot problem. His mother also suffered from Stomach problem, who finally expired on 5th Feb., 2002. In view of the illness of his relations he applied for grant of leave to the Management. He personally met the officers of Bank and made request, but no action was taken in the matter. In support of his claim he submitted applications to the Management and sought extension of leave. However, he received a short notice and reported for duty, but Shri Saran, the Branch Manager did not allow him to join the duty for want of certificate from Civil Surgeon, Hissar. However, the Civil Surgeon refused to issue the same on the grounds that the treatment has not been received by his relations from a Govt. Hospital. His services were terminated by the Management in violation of provisions of Bipartite agreements. No regular inquiry was held in the matter. He was not given an opportunity to show his innocence and the Management drew illegal presumptions. They did not even follow the principle of natural justice and this way the order of the Management terminating his services is bad in law. The Management also violated the provisions of Sec. 25-F, G & N. The workman has prayed that he may be reinstated in service with full back wages and all service benefits. He has also demanded the cost of litigation.

The Management has opposed the claim of the workman stating that since the present dispute has not been raised by a Trade Union, therefore, it is not an Industrial Dispute. Moreover, the workman having voluntarily retired from service in terms of Sec.17-A of the fifth Bipartite Settlement therefore, it does not fall in the category of Industrial Dispute. It is also their claim that since the workman has raised his dispute almost ten years from the date of alleged occurrence, which took place on 12th Sep., 1994, the claim is barred by limitation, and is not maintainable as is held by the Hon'ble Supreme Court in the case of Nedungadi Bank Ltd. V/s. K. Madhavan Putta and Others decided on 28th Jan., 2000.

On merits it is the claim of the Management that it is a wrong claim of the workman that the Management

terminated his services without departmental inquiry. As this was a case of voluntarily retirement by the workman in terms of Section 17, Sub-section (a) of fifth Bipartite Settlement, therefore, the Management was not required to conduct a departmental inquiry and in the face of that, Sec. 25 of the Act does not applicable. Admitting that the workman had served the Management for 20 years, but denied that he was promoted as Peon-cum-Daftari. According to them, being senior among the peons, he was made Daftari and also officiated, in the clerical cadre. They disputed that the workman had submitted any leave application and the claim made by him is wrong. They also denied the contents of para 4, 5, 6, 7 and 8, for want of knowledge and submitted that the workman had retired voluntarily. They further claimed that the management has not withheld any of the dues of the workman may have also claimed that notices were issued to the workman on 9th Feb. 28th March, 1994 and gave the time to the workman to join his duty. According to them the Management was not required to hold an inquiry in the matter as it was not a case of disciplinary action, nor it was the case of termination of services as is made out. According to them the workman was given two opportunities to explain his position. It is their case that the workman is not entitled to any relief, therefore, the reference be answered accordingly.

In the re-application filed by him, the workman contested the claim of the Management that the present dispute cannot be raised by him as an individual and that it is not the case of Industrial Dispute. He has also contested the Judgement referred by the Management is on different point and is not applicable in as stated that he has deposited Rs. 1000. He reiterated the facts stated in the Claim Petition that he is entitled to the relief sought by him.

I have gone through the file and have also considered the arguments made by the parties in writing. I have also critically examined the documents placed on record and the statement of witnesses recorded in this Tribunal. Reference to the documents, statement of witnesses and other evidence shall be made at appropriate place.

There is no dispute about the fact that the workman was disengaged from the service of the Management on 24th April, 1993. The dispute is with regard to the manner in which the workman was disengaged from the service. It is his claim that the Management terminated his services in violation of provisions of the Industrial Dispute Act, hereinafter to be referred as, Act. They did not issue him any notice before terminating his services nor paid him retrenchment compensation. They further violated the provisions of the Act by retaining his juniors in service and terminating his service. As against to it the claim of the Management is that it was not a case of termination of services; and that the workman had abandoned the service himself therefore, the reference is bad in law as there exists no Industrial Dispute as defined by the Act. According

to them the disengagement of the workman was in terms of Sec.17 (a) of the fifth Bipartite Settlement, therefore, his disengagement was a voluntary retirement. They have not disputed that the workman had served them right from a year 1978 till April 1993, in different capacities. Their only opposition to the claim is on two grounds firstly that the disengagement of the workman was a voluntary retirement; and that the reference is bad for laches as the workman had raised the dispute after about ten years of the occurrence.

As records the claim of the Management that the reference is bad for want of delay in raising the dispute, I am of the opinion that it was for the appropriate Govt. to see whether the application has been made after a long delay. The reference in this Tribunal was received in September, 2004. The Management has not shown as to when the workman had raised the demand notice. There is a photocopy of the application alleged to have been made by the workman on 02-04-2003 and another application on 12-09-2003. There is no evidence to show that the workman had raised the dispute ten year after the occurrence as the reference has reached this court after its passage to Assistant Commissioner of Labour (conciliation officer) and the appropriate Govt. The Management did not ask the workman as to when he had raised the dispute. Thus there is no evidence to show that the workman raised the dispute after a long time. The reliance of Management on the judgment of Hon'ble Supreme Court in the case of the Nedungadi Bank Ltd. Vs. K.P. Madhavan Kutty and others, reported as "Judgment today 2000(1) SC 388, is misplaced as in that case the Hon'ble Supreme Court was of the view that there was no rational basis on which the Central Govt. exercised power under Section 10 after the lap of seven year of dismissal of workman. In the opinion of Hon'ble Supreme Court, in the fact and circumstance of case there was no justification for condoning the long delay. Therefore, in that judgment their lordship held the dispute a stale one. They, however, left the question open to hold as to which of the dispute shall stale one, holding that as to when a dispute can be said to stale would depend on the facts and circumstances of each case. In the present case, as is shown, there are documents placed on record which show that the workman was terribly involved in the affairs of the family. His mother, two sons, wife and daughter were not only sick but some of them were even operated upon. The mother died during that period and the wife is a mental case, receiving continuous treatment from different hospitals. In my opinion the present case is not the case like the one which was before the Lordship in the case of Nedungadi Bank (Supra). The parliament must have pressing reasons not to prescribe any limitation for the appropriate Govt. to exercise power under Sec. 10 of Act. It cannot be said that the present reference is bad for laches. The objection raised by the Management is, therefore, rejected.

The second plea of the Management is that it was not a case of termination of service of the workman rather a case of workman having voluntarily retired in terms of para 17(a) of fifth Bipartite Settlement. According to them the Management issued notice to the workman on 9-2-1994 and 28th March, 1994 and gave 30 days time to join the duties, but the workman did not join his duties nor submitted his reply. The workman categorically denied having received the letters dated 9th Feb., & 28th March, 1994. The Management claimed that those notices were sent under R/C, but they have not produced any evidence to show that the notices to the workman were sent under registered cover so as to draw the presumption of notices having been served upon the workman. There is also no other evidence on record to draw the presumption of service of notices on the workman and in view of this the law laid down by the Hon'ble Supreme Court in the case of Syndicate Bank V/s General Secretary, Syndicate Bank Staff Association and another reported as AIR 2000 SC, 2198 and relied upon by them is not helpful to the Management. As against it, the law laid down by the Apex Court in the case reported as AIR 1999 SC 1351 (Supra) is applicable in the facts and circumstances of this case. Interestingly, the presiding judge of both the benches was the same. There is, therefore, no evidence to show that the Management had served the notice on the workman directing him to join his duties within 30 days.

The workman has claimed that he had gone to the bank to report for duty, but Mr. Sera, who according to him was the Manager of the Management Branch at that time, did not allow him to join his duties. The Management has neither produced Mr. Sera to admit or deny the assertion nor has denied that there was no person of such name in the Employment of Management or that his presence cannot be Procured without undue delay and without incurring huge expenses. The only witness produced by the Management stated nothing in this regard. There is, therefore, no rebuttal to the claim of the workman that he had gone to report for duty but the concerned Branch Manager did not allow him to join his duties on the plea that the workman should first produce the certificate of the civil surgeon to support the claim, that the workman could not attend to his duties due to the ill health of his family members. The workman in his statement stated that since he had received the treatment of his family members mostly from the private doctors therefore, the Civil Surgeon refused to issue the certificate demanded by the Management.

The workman has further claimed that he had sent in application for grant of leave, the fact which is not categorically denied by the Management. It is also admitted by the Management that the workman had put in 20 years of service by the time of his disengagement. They further admitted that the workman performed his duties as a Peon and he was made Daffitari, on the basis of the seniority as a Peon; and that the workman also worked as Cashier-cum-

Clerk. This shows that the performance of the workman was to the satisfaction of the Management, therefore, he was given higher responsibilities from time to time. In the circumstances it was incumbent upon the Management to have inquired into the matter of his absence from duty. The Management has utterly failed to prove that they had served notice on the workman asking him to join duties within 30 days, but he failed to do so, therefore, the Management deemed him to have voluntarily retired from service. In this view of mine I get support from the judgment of Hon'ble Supreme Court in the case of D.K. Yadav V/s J.M.A Industries Ltd. reported as (1993) 3 SCC 259. The judgment relied upon by the Management in the case of Syndicate Bank (Supra) is not applicable to the facts of this case so is not helpful to them. In that case the Management proved that notices under R/C were sent to the workman on correct address, but were received back with the report of the Postal Authorities. In the present case the Management neither claim nor has proved that the notices to the workman had been sent under R/C on the correct address.

After going through the pleadings of the parties; the evidence produced and the law relied upon by them, I am of the opinion that the Management has failed to show that the order of termination of services of the workman Raghbir Singh was just and legal. The facts proved rather show that the Management failed in its duty to observe the provisions of Sec.25 (F) of the Act and that of the fifth Bipartite Settlement they did not give notice to the workman before terminating his services. They did not pay him the retrenchment compensation nor informed the appropriate Govt. about their intension to terminate the services of the workman. The termination of services of the workman was, therefore, bad in law and is declared so. He is treated to be in service as if there was no order of termination of his services.

Now, the question that arises is as to what relief the workman is entitled to? There is neither any claim nor proof that the workman remained gainfully engaged from the date of termination of his services. It is true that the liability to prove that he was not gainfully engaged was that of the workman. There has come no positive or negative evidence on record in this regard. It has also to be taken into consideration that the workman sent Demand Notice to the Management a copy of which is on record, almost after eight years of his termination from service. Therefore, for that period he is not entitled to any back wages. In this regard, the law laid down by Hon'ble Supreme Court in the case of Ajaib Singh V/s Sirhind Co-operative Marketing-cum-Processing Service Society Ltd. and other, reported as AIR 1999 SC 1351 can be referred to in support. However, since his termination from service has been declared as bad in law, he is entitled to full back wages from the date of his demand notice i.e 16th Oct. 2002, at the rate he was to get as if his services had not be terminated. The

Management is directed to take him back in service immediately and also pay to him the back wages within 3 months from today failing which the workman shall also be entitled to interest on the arrears due at the rate of 9%p.a. The award is passed. Let a copy of it be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 2 अगस्त, 2006

का.आ. 3498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली नं.-2 के पंचाट (संदर्भ संख्या 114/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/10/2004-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd August, 2006

S.O. 3498.—In Pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/2004) of the Central Government Industrial Tribunal-cum-Labour Court-New Delhi No. II as shown in the annexure in the Industrial Dispute between the management of Bank of India and their workman, which was received by the Central Government on 2-8-2006.

[No. L-12012/10/2004-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT - II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE, NEW DELHI

Presiding Officer : R. N. Rai

I.D. No. 114/2004

In the Matter of :—

Shri Lokesh Kumar Gupta,
S/o. Shri T.C. Gupta,
1/40, Raksha Puram,
Meerut (UP).

I

Versus

The Zonal Manager,
Bank of India,
Ghaziabad Zone, 43 Navyug Market,
Ghaziabad (UP).

AWARD

The Ministry of Labour by its letter No. L-120 12/10/2004-IR(B-II) Central Government Dt. 14-6-2004 has referred the following point for adjudication.

The point runs as hereunder:

“Whether the action of the management of Bank of India in dismissing Shri Lokesh Kumar Gupta, S/o Shri T.C. Gupta, Clerk cum Cashier from service w.e.f. 30-11-2000 is just, fair and legal? If not, what relief the workman is entitled to.”

It transpires from perusal of the record that the workman was directed to file affidavit in evidence on 3-4-2006. But the workman did not file the same on 3-4-2006, 7-6-2006 and 27-7-2006. Opportunity for filing affidavit was closed. The management was present all along.

The workman applicant has not filed affidavit in support of his claim. The assertion of the claim are not proved.

No dispute award is given.

Date: 27-7-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 2 अगस्त, 2006

का.आ. 3499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 61/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/135/2003-आई आर(बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd August, 2006

S.O. 3499.—in pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2003) of the Central Government Industrial Tribunal-cum-Labour Court-Bangalore as shown in the annexure in the Industrial Dispute between the management of Vijaya Bank and their workman, which was received by the Central Government on 2-8-2006.

[No. L-12012/135/2003-IR (B-II)]

C. GANGADHARAN, Under Secy

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BANGALORE- 560 022**

Dated : 21st July, 2006

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 61/2003

I PARTY

Smt. Sagaya Rani,
231, Francis Cottage,
Behind Anjaneya Temple,
Kalyan Nagar, Chelikere,
Bangalore- 560033

II PARTY

The Asstt. General
Manager,
Vijaya Bank,
Regional Office, No.19,
Primrose Road,
Shruthi Complex,
Bangalore- 560025

APPEARANCES

1st Party : Smt. S. Abiramavalli,
Advocate.
2nd Party : Shri Pradeep S. Sawkar,
Advocate.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order, No. L- 12012/135/2003/IR (B-II) dated 22nd October, 2003 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Vijaya Bank in terminating the services of Smt. Sagaya Rani, Part time Sweeper w.e.f. 9-9-2000 is legal and justified? If not, what relief the disputant is entitled to and from which date?"

2. A very simple case made out by the first party workman in her Claim Statement is that she was working as a Part time Sweeper with the management bank w.e.f. 28th February, 1995, initially, on daily wages at Rs. 25/- and then increased to Rs. 30/-, 35/- etc. She was employed as permanent Sweeper w.e.f. 1-4-1997 and her salary was raised to Rs.1000/- per month. She was discharging her duties to the maximum satisfaction of the bank but all of a sudden her services were terminated on 9-9-2000 without any notice but she was paid a sum of Rs. 3800/- at the time of her termination. She approached the bank authorities to get her job back but was not taken back. She hailed from a very poor family and therefore, she has been finding it extremely hard and impossible to manage her family. Therefore, she requested this tribunal to pass an award directing the bank authority to reappoint her as a full time sweeper in the same branch where she was working.

3. The management by its Counter Statement while quoting Paras 20.7, 21.20 and sub-clause (c) of Paragraph

23.15 of Bipartite Settlement, Sastry Award and Desai Award have contended that the services of the first party were being engaged temporarily in a temporary vacancy caused by in the absence of a particular permanent workman. It was further contended that as per the rules formulated by the Govt. of India, the recruitment to the post of subordinate category has to be made through the medium of Employment Exchange and complying with the reservation policy. At Para 4 the management contended that the first party was engaged as a temporary part time sweeper w.e.f. 29-02-1995 on daily wage basis and her engagement came to be ended on 3-10-1998 when one Shri Hemanth Kumar, recruited as part time sweeper by following the recruitment rules had reported for duty. Shri Hemanth Kumar remained absent from 25-1-1999 and then first party as a temporary Part time sweeper was engaged during the period of absence of Shri Hemanth Kumar and her engagement was purely on temporary basis; that as per the recruitment rules the candidate seeking appointment in the subordinate staff category should have completed 18 years of age but below 26 years of age and whereas the date of birth of the first party was mentioned as 25-7-1968 in the copy of the Employment Exchange Card and she had shown her age as 27 years when submitted an application seeking the job on 14-6-1996. Therefore, she had exceeded the age limit at the time of initial employment. From paras 5 to 14 the management cited various decisions of their Lordship of Supreme Court as well as High Courts in support of the above said contention. In reply to Para 1 of the Claim statement the management at Para 16 of the Counter Statement contended that the first party was engaged as a temporary part time sweeper in SSI Branch, Bangalore w.e.f. 28-2-1995 and her engagement came to an end on 3-10-1998 when a candidate selected following the recruitment rules, reported for duty. Said candidate, Shri Hemanth Kumar remained absent from 25-1-1999 to 17-9-2000 and in his place first party was engaged during the said period. Therefore, management requested this tribunal to reject the reference.

4. During the course of trial the management examined Sr. Branch Manager, SSI branch, Bangalore as MW1 and got marked six documents at EX. M1 to M6. His statement in examination chief for ready reference is as follows :—

"I have been working as a Senior Branch Manager, SSI Branch, Bangalore, since April, 2004. I know the facts of this case based on the records.

First party was engaged as a Part time sweeper on daily wages purely on temporary basis. Generally such a temporary arrangement will be made when Permanent Sweepers remains absent from duty for one reason or the other.

The requirements for appointing permanent sweepers is that the name of the candidate must come through Employment Exchange and his/her age should be between 18—26. No qualification is required but it should be below 10th Standard.

First party was engaged in place of permanent sweeper by name Hemanth Kumar who remained absent from duty. Initially name of the first party was not sponsored through Employment Exchange. I now see the application of the first party seeking the above said job Ex. M1. Her age as shown therein is 27 years. Her engagement was in terms of Bipartite Settlement (BPS). The Xerox copy of the BPS is at Ex. M2.

Circular dated 27-3-1993 giving details of the requirements in this regard is at Ex. M3.

I now see the Xerox copy of the Employment Exchange Card furnished by the first party and filed along with Claim Statement showing the date of birth as 25-7-1968, therefore, she was age barred when applied and furnished her name by the Employment Exchange, it is at Ex. M4.

Ex. M5 series are the extract of the Wage Register to show the payment of wages to the first party during the period from 28-2-1995 to 3-10-1998 in which period she was engaged intermittently and in none of the year she worked for 240 days continuously.

It is not true that the Second Party advised the first party to get herself registered in the Employment Exchange.

I now see a Xerox copy of the letter dated 9-4-1997, it was written by the Branch Manager to the Deputy General Manager filed by the first party, it is at Ex. M6."

5. The first party filed her affidavit by way of examination chief and in her further examination got marked five documents at Ex. W1 to W5. In her affidavit she reiterated her averments made in the Claim Statement. She further added to say that her services were terminated on 9-9-2000 without prior notice and she was paid a sum of Rs. 3800/- towards salary arrears for the year 2000 and a sum of Rs. 7000/- as arrears of her salary in the year 2001. I would like to refer to the statements of MW1 & WW1 in their cross examination as and when found relevant and necessary.

6. Learned counsel for the management vehemently argued that the first party was engaged in the place of one Shri Hemanth Kumar who remained unauthorizedly absent from duty. He contended that as per Ex. M7 the first party had crossed 27 years of age at the initial engagement itself and therefore, she was not entitled to be absorbed permanently for the said reason as well as for the reason that her name was not sponsored through Employment Exchange.

7. Learned counsel for the first party on the other hand argued that the workman having worked with the management bank continuously from the year 1995 to 2000 the action of the management terminating her services without the compliance of provisions of Section 25F of the I.D. Act, a case of illegal retrenchment amounting to illegal termination liable to be set aside by this tribunal. He also

argued on the point that SSI branch at Bangalore was opened in the year 1995 and from the day when the first party was engaged as part time sweeper and therefore, she being a SC candidate and there being a relaxation of 5 years period for such candidates, she must have been absorbed in the services.

8. Keeping in view the point of reference, the only relevant point to be considered would be as to whether the first party worked continuously for a period of 240 days and more during a period of 12 calendar months and if so, the management was not justified in terminating her services without the compliance of the provisions of Section 25F of the I.D. Act. The various contentions taken by the management in the Counter Statement having regard to the Bipartite Settlements, Sastry Award and Desai Award about the procedure and the rules prescribed for engagement of a temporary worker and also for appointment of a candidate on permanent basis and the contention that the first party was not eligible to be appointed on permanent basis, she having crossed the age of 27 years and that her name was not sponsored through the Employment Exchange, in my opinion are beside the point. As per the point of reference, here we are, called upon to find out as to whether the alleged unjustified termination of the services of the first party by the management is to be sustained in the eye of law and we are not on the point as to whether the first party is entitled to be absorbed in the services of the management on permanent basis as a permanent part time sweeper etc. Therefore, as noted above, we have to find out whether the first party has worked in the management bank continuously for a period of 240 days and more in any calendar year during the period from 1995 to September 2000 when her services were terminated. The first party supporting her case examined herself and deposed to the fact that she had been working with the management bank continuously as a part time sweeper right from the year 1995 up till September 2000. Among the five documents she produced, the only document which was relevant for the purpose marked at Ex. W1 series are the pay slips ten in numbers from March 1997 till February 1998. From the aforesaid pay slips which are not disputed by the management, it is very much evident that during aforesaid period of 13 months she was in the service of the management continuously being paid regular salary including the basic pay, DA, HRA, CCA and WA. Therefore, these pay slips will make it clear that she worked with the management during the aforesaid period continuously and the period was more than 240 days in the 12 calendar months. That apart, the management in its counter statement itself at Para 16 while giving reply to Para 1 of the Claim Statement has admitted the fact that the first party was working with the management w.e.f. 28-2-1995 up till 3-10-1998 and then she was again engaged from 25-1-1999 to 17-9-2000. It is the case of the management that her services were terminated on 3-10-1998 for the first time when Shri Hemanth Kumar was selected by following the Recruitment Rules and reported for duty and when

said Hemanth Kumar remained absent from duty from 25-1-1999 to 17-9-2000 once again the first party was engaged in his place. Therefore, as per the very admissions made by the management, the first party was not engaged by the bank only for a short period of two to three months in between 3-10-1998 and 25-1-1999 and was in the employment of the management right from 28-2-1995 till 17-9-2000 minus the above said period of 2 to 3 months continuously. Therefore, it goes without saying that the first party worked continuously for a period of more than 240 days during the years 1995, 1996, 1997 and 1998 and then in the years 1999 and 2000. It is interesting to note that the management in the counter statement nowhere disputed the fact that the first party was working with the bank continuously for a period of 240 days and more in each calendar year during the period from 1995 to 2000. It is in this view of the matter the statement of MW1 in his examination chief that the first party did not work continuously for a period of 240 days has to be discarded as false and incorrect. Statement of MW1 in his cross examination that the first party was engaged during the period from 1995 to 1998 in the place of said Hemanth Kumar also is liable to be discarded as it goes against the very contention taken by the management, wherein it is stated that it is only in the month of October 1998, the said Hemanth Kumar was appointed as a permanent part time sweeper and that earlier to his appointment it was the first party being engaged by the bank as a temporary part time sweeper. It is further seen from the statement of MW1 in his cross examination that the branch in question infact was opened for the first time at Residency road, Bangalore in the year 1995 and it is from the year 1995 itself the first party was being engaged as the part time sweeper and therefore, as argued for the first party, her services must have been engaged by the bank against the permanent vacancy itself as undisputedly the permanent part time sweeper namely said Hemanth Kumar came to be appointed in the month of October 1998, there being no permanent part time sweeper working in the branch earlier to that. That the first party worked with bank continuously from February, 1995 to 3.10.1998 has also been substantiated by the wage register extract produced by the management itself and marked before this tribunal at Ex.M5. Therefore, in the light of the admissions made by the management in the counter statement as referred to supra and the document namely the wage register extract produced by the management, the aforesaid pay slips produced by the first party workman coupled with the statement of the workman before this tribunal that she worked continuously with the bank from 1995 to September 2000 except for two three months as noted above, and this statement of first party having gone unchallenged and uncontroverted in her cross examination for the management, this tribunal has got absolutely no hesitation in the mind in recording a finding that the first party was in the service of the management continuously right from February 1995 up till October 1998 and from January 1999 till September 2000 and in the result it goes without saying that she worked continuously for a period

of 240 days and more in each calendar year between 1995 and 2000 and thereby she fulfilled the requirement as mandated under the provisions of Section 25(B) of the ID Act.

9. It is in this view of the matter, the next question to be considered would be whether the management complied with the requirements under Section 25F of the ID Act as terminating the services of the first party amounts to retrenchment as defined under Section 2(oo) of the ID Act. It is nowhere the case of the management either made out in the Counter Statement or in the oral testimony of MW1 or by way of suggestion to first party in her cross examination that the management had complied and fulfilled the requirements as provided under Section 25F of the ID Act. Therefore, it can be safely held that the action of the management in terminating the services of the first party was illegal retrenchment which tantamounts to illegal termination not to be sustained in the eye of law and accordingly it is to be held that the management was not justified in terminating the services of the first party. Since the action of the management in terminating the services of the first party is held to be illegal and void abinitio, the natural corollary would be the reinstatement of the first party workman to the post held by her at the time of termination,

10. Coming to the question of relief of back wages, the statement of the first party at Para 12 of her affidavit that she has been without job unable to manage her family has not been disputed on behalf of the management in her cross examination. That apart, the management witness also has not spoken to a single word in his examination chief to suggest that the first party has been gainfully employed while was away from the service of the management. Therefore, keeping in view the facts and circumstances of the case and the nature of the work, the first party was carrying out and also taking into consideration the delay of about 3 years in raising the dispute from the date of alleged termination, it appears to me that ends of justice will be met if the first party is paid back wages at the rate of 40 per cent of her last drawn wages from the date of her termination till the date of her reinstatement. Her job being temporary in nature, there cannot be any relief to be granted to her about the continuity of service from the date of termination till the date of her reinstatement. Hence the following award:

AWARD

The management is directed to reinstate the first party as a temporary part time sweeper with 40% of back wages from the date of termination till the date of her reinstatement.

No costs.

(Dictated to PA transcribed by her corrected and signed by me on 21st July 2006)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 2 अगस्त, 2006

क्र.आ. 3500.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली नं.-2 के पंचाट (संदर्भ संख्या 105/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/84/2000-आई आर(बी.-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 2nd August, 2006

S.O. 3500.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/2000) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank, Regional Office, and their workman, received by the Central Government on 2-8-2006.

[No. L-12012/84/2000-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT - II, RAJENDRA BHAWAN,
GROUND FLOOR, RAJENDRA PLACE, NEW DELHI**

Presiding Officer : R. N. Rai

I. D. No.105/2000

In the Matter of :—

Shri Binesh Pal,
C/o. PNB Employees Union,
710, Ballimaran, Chandni Chowk,
Delhi - 110 006.

Versus

1. The Chairman,
Punjab National Bank,
Head office: 7, Bhikaji Cama Place,
New Delhi.
2. The Sr. Regional Manager,
Punjab National Bank,
Regional Office: South Delhi Region,
Atma Ram House, 1, Tolstoy Marg,
New Delhi.

AWARD

The Ministry of Labour by its letter No. L-12012/84/2000-IR(B-II) CENTRAL GOVERNMENT DT.20-9-2000 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the Sr. Regional Manager,
Regional Office: South Delhi Region, Punjab National

Bank, Atma Ram House, 1, Tolstoy Marg and the Chief Manager, Punjab National Bank, Branch Office: Okhla Industrial Area, New Delhi in terminating the services of the workman Shri Binesh Pal, part-time sweeper w.e.f. 6-1-1998 is legal and just? If not, what relief the said workman is entitled to and from what date.”

The workman applicant has filed claim statement. In the claim statement it has been stated that the applicant General Secretary, PNB Employees' Union, Delhi is functioning in the Union Territory of Delhi and is a registered Trade Union, enjoying absolute majority of the bank employees in the respondent bank.

That the service conditions of the workmen employed in Punjab National Bank are governed by Industry-wise Awards/BPS.

That the workman, Shri Binesh Pal joined the services of the bank as a part time sweeper on 7-12-1989 and posted at Punjab National Bank, B.O. Okhla, New Delhi.

That in 1996 the workman was drawing 3/4 of the scale wages of a member of the sub-staff from the same branch of Punjab National Bank.

That during the end of 1996 the workman could not attend the office, for circumstances beyond his control and when he tried to join duties he was not allowed to do so and mark his attendance.

That since then, he has been regularly going to the branch to join bank duties but was not allowed to do so on one plea or the other. This happened for a number of months and when the workman became certain that the management of the branch was playing foul, he addressed letter to the branch and sought to deliver the same personally on 27th August, 1977. However, the same was also not, accepted by the authorities of the branch and hence the workman had no other choice but to send the same through Regd. Post and also under UPC. The letter dated 27-8-1977 is attached and marked as Annexure -I.

That the workman when again approached the branch authorities in September, 1977 he was told that his services stood terminated and he would not be allowed to join duties.

That after getting a blunt reply from the management of the branch and no response to his communication dated 27th August, 1977 the workman addressed yet another letter dated 14-10-1977 to the Chief Manager, PNB, B.O. Okhla, New Delhi with a copy to the Sr. Regional Manager, PNB, South Delhi Region, New Delhi for his information and necessary action in the matter. A copy of the said letter is enclosed and marked as Annexure -II.

That the workman received no reply to any of his representation dated 27-8-1977 and 14-10-1977.

That from the reply submitted by the management before the ALC(C) and reply to the statement of claim, filed by the union in the instant case it is stated that a notice was got published in Hindi Newspaper "Veer Arjun" on 22-11-1997, once again advising Shri, Binesh Pal to report for his duties within 30 days from the date of the said notice, failing which he would deem to have voluntarily retired from the service of the bank in accordance with the provisions of the BPS. (A copy of the reply letter, submitted by the management before the ALC(C) is enclosed and marked as Annexure III). It shall be relevant to mention that the workman had addressed two letters dated 27-08-1997 and 14-10-1997, i.e. much, before the publication of the notice dated 22-11-1997 in Hindi Newspaper "Veer Arjun" clearly stating that in spite of his repeatedly going to the branch he was not allowed to join bank duties. On the contrary he was told that his services stood terminated and accordingly he would not be allowed to join. From the notice published in Hindi Newspaper as stated by the management in their reply dated 28-12-1999 addressed to the ALC(C) it is clear that till 22-11-1997 Shri Binesh Pal was on the rolls of the branch and an employee of the bank and his services till then had not been terminated.

That both the letters addressed by the workman to the Chief Manager, PNB, BO: Okhla, New Delhi with a copy to the Sr. Regional Manager, PNB, South Delhi Region, New Delhi are a part of his personal file and can be traced, if this file is summoned by the Hon'ble Tribunal. Both these letters have been received well in time and much before the publication of the notice dated 22-11-1997 as stated by the management.

That no charge sheet was ever served on the workman by the management nor any inquiry conducted nor any opportunity afforded as per the principles of natural justice/law, as pronounced by the Hon'ble Supreme Court of India in a number of cases. In terms of the judgment of the highest court of the land, the workman ought to have been given an opportunity to defend himself and prove his innocence, which procedure was never adopted and the workman was summarily terminated which has been held bad in law. That having failed to get any justice at the hands of the management, the workman approached the union for help and assistance in resolving this dispute.

That the union also took up the matter with the management by writing two letters to the Sr. Regional Manager, PNB, South Delhi Region, New Delhi under whom, Branch Office, Okhla, New Delhi was functioning. The first letter was written on 10th March, 1999 (copy enclosed and marked as Annexure - IV), followed by another, letter dated 20th March, 1999 (Copy enclosed and marked as, Annexure - V), urging upon the management to revoke their earlier instructions and allow the workman to join duties with the benefit of entire past service, including wages, increments etc.

That getting no response and having failed to get any justice from the management in the instant case, the union approached the ALC(C), for help and assistance by raising a dispute vide its letter dated 9th, June 1999. (Copy enclosed and marked as Annexure - VI).

That the action of the management in terminating the services of the workman without giving him due opportunity what to talk of reasonable opportunity and without following the procedure as laid down by the Supreme Court of India, was in violation of the principles of natural justice and law of the land.

That while the bank continues to keep the workman under intimation a temporary employee has been given employment on adhoc basis which is also bad in law, in utter violation of the principles of natural justice, unfair and unjust and amounts to indulgence in unfair labour practices.

That before the ALC(C) the management tried to justify its action, by raising various irrelevant pleas.

That the dispute before the ALC(C) ended in failure and hence this reference before the Hon'ble Tribunal.

That the action of the respondent/management is in breach of the industry-wise settlement, unjust, illegal, unlawful, arbitrary and in utter violation of the principles of natural justice.

The management has filed written statement. In the written statement it has been stated that the aforesaid dispute has been referred for adjudication by the appropriate government with the following terms of reference:

"Whether the action of the Sr. Regional Manager, Regional Office: South Delhi Region, Punjab National Bank, Atma Ram House, 1, Tolstoy Marg and the Chief Manager, Punjab National Bank, Branch, Office: Okhla Industrial Area, New Delhi in terminating the services of the workman Shri Binesh Pal, part-time sweeper w.e.f. 06-01-1998 is legal and just? If not, what relief the said workman is entitled to and from what date."

From the aforesaid reference made by the appropriate government, it is quite apparent that the appropriate government has taken the matter as that of termination of services of Shri Binesh Pal whereas Shri Binesh Pal was deemed to have voluntarily retired from the services of the bank under Para 17 of the BPS. Accordingly the reference as made by the appropriate government to this Hon'ble Tribunal is not maintainable in the eyes of law.

That the service conditions of workman staff in the banking industry including those of the workman applicant are governed by the provisions of Sastry Award, Desai Award and various BPS.

Shri Binesh Pal was working as a part time sweeper in 3/4 of scale wages of the subordinate cadre at BO: Okhla

w.e.f. 07-12-1989. Shri Pal absented himself from his duties from 12-10-1996 to 06-11-1996 and again he absented himself w.e.f. 27-12-1996 without any intimation. Shri Binesh Pal neither reported for his duties nor submitted any explanation, despite letters dated 30-12-1996, 22-01-1997, 20-02-1997, 20-06-1997 and 08-07-1997. Since Shri Binesh Pal did not report for his duties in response to the said letters and in order to afford his final opportunity, notice was got published, in Hindi Newspaper "Veer Arjun" on 22-11-1997, once again advising, Shri Pal to report for his duties within 30 days from the date of the said notice failing which he would be deemed to have voluntarily retired from the services of the bank in accordance with the provisions of the BPS. It is submitted that despite notice published in the newspaper on 22-11-1997, Shri Pal neither submitted any explanation nor reported for his duties within the said period of 30 days and accordingly, he was deemed to have voluntarily retired from the services of the bank in accordance with the provisions of the BPS and final order in this regard was also published in the daily newspaper "Veer Arjun" dated 06-01-1998.

In view of the aforesaid it is respectfully submitted that the action of the bank in deeming Shri Binesh Pal having been voluntarily retired from the services of the bank is in accordance with the provisions of the BPS is legal and proper.

It is submitted that Shri Binesh Pal unauthorisedly absented himself from his duties which ultimately resulted in his deemed voluntary retirement under the provisions of the BPS.

It is submitted that Shri Binesh Pal had never come to the branch to report for his duties and never delivered the alleged letter dated 27-08-1992. The submission is also vague.

It is reiterated that Shri Binesh Pal never came to the branch and never delivered communication dated 27-08-1997. However, it is submitted that letter dated 14-10-1997 was received by the bank but the contents of the same are categorically denied. It is reiterated that Shri Binesh Pal absented himself unauthorisedly from his duties. It is further submitted that the letter dated 14-10-1997 did not warrant any reply since he had never earlier reported for his duties and was never disallowed to join the duties.

It is reiterated that Shri Binesh Pal unauthorisedly absented himself from his duties and was deemed to have voluntarily retired from the services of the bank in accordance with the provisions of Para 17 of the BPS, as amended up to date.

It is submitted that the services of Shri Binesh Pal have not been terminated but he has been deemed to have voluntarily retired from the services of the bank in accordance with the provisions of the BPS. It is further submitted that the Hon'ble Supreme Court of India in the

cases of Syndicate Bank Vs. Syndicate Bank Staff Association [JT 2000(5) SC 243] and Punjab & Sind Bank Vs. S. Singh (JT 2000 (supplementary 3) SC 450) has upheld the provisions of Para 17 of the BPS dealing with voluntary retirement of an employee. It is denied that there has been any denial of opportunity as alleged.

It is reiterated that Shri Binesh Pal was deemed to have voluntarily retired from the service of the bank by the competent authority in accordance with provisions of Para 17 of the BPS. The other allegations made in the para under reply are wrong and denied.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that he could not attend the office for circumstances beyond his control during the end of 1996 and when he tried to join duties he was not allowed to do so. He was not allowed to mark his attendance. He went on regularly for joining duties but he was not permitted. On 27-08-1997 he sent a registered letter and he approached in person, the branch authorities in September, 1997 but he was told that his services stood terminated and he will not be allowed to join duties.

It was further submitted that no charge sheet was served and the bank passed the order of voluntary cessation of service whereas the workman applicant was always willing to join duties.

It was submitted from the side of the management that the workman applicant absented from duty right from 27-12-1996 and a letter dated 30-12-1996 was sent to the workman applicant asking him to join duties.

It was further submitted that again a letter dated 22-11-1997 was sent to the workman applicant at the address provided by him still he did not resume his duties. These letters have been sent to him by registered post. A letter dated 20-02-1997 was also sent by registered post to the workman applicant but it was received back. The respondent/management sent letter dated 21-02-1997 by registered post advising him that if he does not join action will be taken against him. On 08-07-1997 the management sent letter by registered post giving 30 days time to resume his duties or to submit explanation but the workman did not turn up. This letter has also been sent by registered post and UPC.

It was further submitted that when all the registered letters sent on the address were received back, the management issued a notice on 15-11-1997 advising the workman to join duties or give explanation, within 30 days still the workman did not turn up. The workman was voluntarily retired on 11-08-1997 and a notice has been published in "Veer Arjun". The management has produced for my perusal the 4 original registered letters which have been received back by the management as the workman was not available at the address provided by him. It appears from perusal of these letters and the photocopy of the newspaper that the management made his last effort to get 30 days notice served by registered post as well as through publication in newspaper but the workman did not turn up. There appears to be no substance in the allegation of the workman that he went to join again and again but he was not permitted to join. The workman has admitted in his cross examination that he had gone to his village Kuledha, Distt. Bulandsahar(UP) and he has not received any registered letter. He has also admitted that during his service he has given the address Jhugi No.392, Block 21, Indo Camp, Kalyanpuri 92, Delhi. He has further admitted in his cross examination that on 30-04-1998 he came to know that his services have been terminated and someone else was appointed in the bank in his place.

The workman absented from the bank from 27-12-1996 and he has admitted in his cross examination that he came to know of termination of his services on 30-04-1998 so the workman remained absent from 27-12-1996 to 03-08-1998. The Bank has proved that several registered letters have been sent to the workman applicant. The bank has served 30 days notice on the workman still the workman did not turn up. It is the duty of the workman to establish that notice of 30 days for voluntary cessation of service has not been sent to him and served on him. In the instant case the management has established to the hilt that several registered letters have been sent to the workman still he did not appear.

The workman has admitted in his cross examination that during this period he went to his village Kuledha. It was the duty of the workman to inform the bank regarding his change of address. He has not sent any information regarding change of address so the bank made correspondence at the address provided by the workman applicant. So in the instant case the bank has complied with the provisions of the 17 A of the BPS.

To sum up the bank has proved that 30 days notice was served on the workman and still the workman neither turned up nor submitted any satisfactory explanation. In the circumstances the bank can invoke the provisions of section 17 A of the BPS.

It has been held by the Hon'ble Apex Court in JT 2000 (5) SC 243 that the bank is well within its rights to

invoke the provisions of the BPS and treat the employee to be voluntary retired as he has abandoned his services. It has been further held that no inquiry is needed for passing the order of treating the workman to have abandoned his services.

It has been held by the Hon'ble Apex Court in 2001 ILLJ 2003 that in case 30 days notice is served in view of section 17 A of the BPS the employee can be voluntarily retired. There is no question of compliance with the principles of natural justice and inquiry.

In the instant case the workman has absented from 17-12-1996 to 03-08-1998 for over two years. The bank has rightly invoked section 17A of the BPS.

The reference is replied thus :—

The action of the Sr. Regional Manager, Regional Office: South Delhi Region, Punjab National Bank, Atma Ram House, 1, Tolstoy Marg and the Chief Manager, Punjab National Bank, Branch Office: Okhla Industrial Area, New Delhi in terminating the services of the workman Shri Binesh Pal, Part time sweeper w.e.f. 06-01-1998 is legal and just. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 28-07-2006.

R. N. RAI, Presiding Officer

नई दिल्ली, 2 अगस्त, 2006

का.आ. 3501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल इश्योरेंस कं. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण I नई दिल्ली के पंचाट (संदर्भ संख्या 9/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-08-2006 को प्राप्त हुआ था।

[सं. एल-17012/38/99-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 2nd August, 2006

S.O. 3501.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 9/2000) of the Central Government Industrial Tribunal New Delhi -I as shown in the Annexure in the Industrial Dispute between the management of National Insurance Co. Ltd. and their workman, received by the Central Government on 02-08-2006.

[No. L-17012/38/99-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE
BEFORE SHRI SANT SINGH BAL PRESIDING
OFFICER CENTRAL GOVT. INDUSTRIAL TRIBUNAL
No. 1 NEW DELHI

I. D. NO. 9/2000

Shri Mahesh Thakur
 S/o Shri Awadh Thakur,
 C/o Shri S. Vasudev,
 C-1/3, S.F.S., D.D.A.
 Saket, New Delhi.

Claimant

Versus

National Insurance Company Ltd.,
 Delhi Regional Office,
 "Jeevan Bharati,"
 Tower-II, Level IV, 124,
 Connaught Circus,
 New Delhi-1.

Management

APPEARANCE

None for workman.

Shri Rajinder Bhawan with Shefali Dhawan for
 Management.

AWARD

The Central Government in the Ministry of Labour
vide its Order No. L-17012/3 8/99/IR(B-II) dated 31-1-2000
 has referred the following industrial dispute to this Tribunal
 for adjudication:

"Whether the action of the Divisional Manager,
 National Insurance Company Ltd., Division No.1,
 Janpath, New Delhi in terminating/discontinuing Shri
 Mahesh Thakur, Casual workman from Service w.e.f.
 26.11.92 without giving him an opportunity for regular
 employment is justified, legal and valid? If not, what
 benefits and relief he is entitled to?"

2. Brief facts of this case as culled from record are
 that the workman claims that he was appointed on casual
 basis in the office of the National Insurance Company Ltd.
 At it Division No.1, Janpath, New Delhi during 1987 and
 he continuously worked for the National Insurance
 Company without any gap upto November, 1992. The
 National Insurance Company is an Industry as defined
 under section 2(J) of the I.D. Act and is fully governed by
 the provisions of the said Act. It is further alleged that the
 management is considering all the casual labourers who
 completed 240 days in a year for regularization. The
 management has taken a policy decision in this regard to
 regularize the casual labourers who completed 240 days in
 a year. It is further averred that the workman discharged
 his duties efficiently and diligently as a result of which his
 services were continued from time to time. The management

availed the services of the workman for all the activities. In
 view of the continuation of service of the workman and
 also in view of the policy decision of the management to
 regularize the services of the workman. The workman was
 told by the management during November 1992, that the
 regional office has favourably considered the case of the
 workman for regularization and his services would be
 regularized as soon as the vacancy arose. The workman
 met the officials from time to time to verify vacancy position
 and no vacancy arise though considerable time expired.
 Finally some vacancies arose in 1997-98 he requested the
 officials at the branch to give him appointment as the
 management called candidates for employment through
 Employment Exchange instead of appointing the workman.
 The workman also came to know that the management by
 its communication dated 18-2-98 directed consideration of
 all casual labourers who completed 240 days period 12 of
 months, for regularization. Non consideration of workman
 for regular appointment, despite the policy decision of the
 management is illegal, arbitrary and discriminatory. The
 workman is entitled to be given regular appointment as per
 his position as he has put in more than 5 years as casual
 labour and he is entitled to be given regular employment as
 per the policy decision of the management. It is further
 averred that the management has regularized services of
 number of casual workers from time to time as and when
 vacancies were available and he has come to know as many
 as 11 persons namely Lalit Mohan, Mohan Singh, Madan
 Lal, Yashpal, Arjun Singh, Sansar Chand, Ram Vinod,
 Basant, Thapa, Shri Chand and Radha Raman (retired in
 1996 after being regularized on post of Chowkidar). In view
 of the above stated facts the workman seeks direction to
 the management to reinstate him in service and regularize
 him in service in view of the said policy decision.

3. The claim is contested by the management by filing
 reply raising preliminary objections that he has claimed
 that he had worked as casual worker till November, 1992.
 He did not raise any dispute about the termination of his
 services. Even in his statement of claim filed in the present
 case he has neither disputed the legality and/or justification
 of termination of his services. The term of reference does
 not reflect true and correct facts and he has not disclosed
 any right which has been vested in him for claiming
 regularization in service of the respondent company. It is
 further submitted that the workman is not entitled to claim
 regularization as his services have already been terminated
 during the year 1992 as stated by him. Even otherwise the
 claim of regularization is also beyond term of reference and
 as such workman is not entitled to the relief claimed.
 Lastly it is stated that the claim suffer from laches and
 therefore the Government had no jurisdiction to refer a
 stale dispute.

4. On merits it is stated that averments made in the
 claim statement are denied as not correct. It is stated that

the workman was engaged to carry out work which was of casual nature. His engagement generally used to be for short duration and was not for the whole day. His said engagement used to come to an end on completion of the work for which he used to be engaged. It is denied that the workman had worked continuously for the respondent company from 1987 till 1992. Engagement for part time period less than full day does not qualify a person for his having worked for 240 days. The workman has not mentioned the particulars of the policy decision and the averment in this regard is vague, and lacks in necessary particulars and liable to be set aside. The respondent is an authority under article 12 of the constitution of India and is required to follow the Recruitment Rules. The workman was never engaged and/or employed by following the procedure laid down in the Recruitment Rules. The Company nominates an officer in a Regional Office who is competent to make appointments. Normally such an officer is a Deputy Manager posted in the concerned Regional Office and where there are more than one Regional Offices situated in the same city, the nominated officer is empowered to make appointments for all the Regional Offices situated in the said city. The workman may have been engaged by an officer working in Divisional Office or any branch office for specific work which was of casual nature. Neither Divisional Manager, Nor Branch Manager had ever been nominated to make appointment. His alleged entry into respondent bank, therefore, was illegal and unauthorized. There is no rule in the respondent company which enjoins upon it to regularize a casual workman on completion of 240 days. However, the Company sometimes had issued some directions in respect of some categories of staff. Such directions were administrative directions and were one time directions. The said directions did not confer any right on the casual labourers to seek regularization. Even under the said directions it was necessary that a casual employee must at the relevant time be in casual employment and that he had completed 240 days in a period of 12 months and also satisfied the conditions and eligibility criteria laid down in the Recruitment Rules. According to the said directions, these persons could be considered alongwith other candidates. Even under the said administrative instructions the Respondent Company was not enjoined upon to regularise these persons. These persons were required to compete with outside candidates. Since no such instructions were issued in 1992, therefore, the workman had no right to be considered for employment as a regular employee. The question of appointment was dependent upon a vacancy. It is submitted that the respondent company has got its sanctioned strength for each category of employee in respect of each office of the Respondent Company and no recruitment can be made in view of the said sanctioned strength unless there is a vacancy. It is admitted that the workman was engaged to carry out work which purely of temporary and casual nature. It is stated that he was engaged to fill in the water cooler, clean water

coolers, water filter, hot cases. The work which he had carried out generally used to be of a short duration and not for the full day. It is admitted that some vacancies of Peons, which category also falls in subordinate staff, arose during 1997-98. The peons employed in the Respondent Company do not carry out the work which was carried out by the workman. Such work is carried out by sweepers in the respondent company. The workman, in any case, therefore, could not be considered for regularization. The workman is not entitled to be considered for the post of Peon even if it be assumed that he did the work of sweeper. It is also admitted that the management has called candidates from Employment Exchange and as per recruitment rules of the respondent company. The interpretation placed by the workman on the communication dated 18-2-1998 is absolutely wrong and denied. The requirements laid down in the administrative instructions already have been mentioned above. Workman is not entitled to be considered for regular employment as when the communication dated 18-2-98 was issued or came in to force. The said communication did not relate to sweeper. It is stated that the workman has not worked continuously much less for 5 years. He used to be engaged to carry out the work for short duration as mentioned above. It is denied that the workman is entitled to reinstatement and for regularization as alleged. In view of the above facts his claim is false and may be rejected and the reference may be answered accordingly.

5. Written statement was followed by rejoinder wherein the facts mentioned in the claim statement were reiterated to be correct and controverted please raised in the written statement were refuted.

6. After completion of pleadings both the parties adduced evidence and workman examined himself as WW 1 while the management examined Shri Arniya Kumar, Deputy Manager of the respondent company as MW 1.

7. After closure of the evidence none appeared for the workman and Shri Rajinder Dhawan addressed arguments on behalf of the management. I have given my thoughtful consideration to the contentions raised on behalf of the management and perused the entire record including the evidence, affidavit of the workman meticulously.

8. The workman has claimed in his claim statement that he was engaged in 1987 and worked till 1992 but in his affidavit furnished in his evidence as WW 1/A he stated that he has worked as casual labour with the respondent from 1987 till 1997. He claimed that during his cross examination he has stated that by mistake he has written/mentioned that he has in fact worked upto 1987 though in affidavit it has been mentioned on account of typographical error that he had worked upto 1992. MW1 has admitted in his affidavit that the workman has worked/engaged/appointed from 1987 to 1992 and he did not do work after 1992 and he has not performed any work in February, 1998

as he was not employed as casual employee in any of company offices. It is an admitted case that the services of the workman were not availed of or terminated and he claims reinstatement and regularisation of his service as he has worked continuously with the company's office as a labourer. It is admitted by the respondents that his services were engaged from 1987 to 1992 but according to WW1 she was engaged on *ad hoc* basis and for doing casual work such as cleaning water cooler and cleaning hot case etc. However, the workman claims reinstatement and regularization. There is nothing on record to show that there existed any temporary or regular post of casual worker in the office of the respondent. The workman has also not whispered a word that his disengagement (termination his of services in 1992 was illegal. However, there is also no evidence on record or averment in pleadings of workman that he was engaged by following a due process of law by competent authority/officer. His engagement can only be termed as of short duration as claimed by respondent for filling water coolers and hot cases etc. etc. There is no evidence on record that the engagement of the workman by the respondent was against any regular or temporary vacancy and that he was appointed in accordance with due process of law or that his disengagement is illegal and as such in my view his claim for reinstatement or reengagement is not tenable in the eye of law. Similarly his claim for regularization is not tenable. In view of the observations made by the Supreme Court in a very recent case captioned as Secretary, State of Karnataka Vs. Uma Devi reported in 2006(4) Scale which are as under :

"-----Therefore, consistent with the scheme for public employment, this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract. If it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance....."

In view of the above discussions workman's claim for reinstatement as well as regularization is held to be not tenable in the eye of law. Workman is not entitled to be reinstated and regularized in his service as claimed by him. As such action of the Divisional Manager, National Insurance Company Ltd. Division No.1, Janpath, New Delhi in terminating/discontinuing the workman from service

w.e.f. 26-11-92 without giving him an opportunity for regular employment is justified, legal and valid and the reference is answered accordingly. File be consigned to record room.

Dated : 25-7-2006

S. S. BAL, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3502.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 137/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3502.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 137/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD**

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 137/04 In Reference No. C. G. I. T.

**A. No. 201/04 [Old Com. No. 91/03 in Reference
(I. T. C.) No. 120/99]**

C. A. Kadia,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla

Opponent : Shd K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through Conciliation Officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference No. 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service

conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad

B. I. KAZI, Presiding Officer

Date: 23-08-05

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3503.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 136/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3503.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 136/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 136/04 In Reference No. C. G. I. T.

A. No. 201/04

(Old Com. No. 90/03 in Reference (I. T. C.) No. 120/99)

Arvind Kishan S.,
 C/o ONGC Electrical & Allied Staff Association;
 19, Pushpkunj Society, Near Sahkar Nagar,
 Mahesana-384 302 ...Complainant

V/s.

The Director (Personnel/HR),
 ONGC Ltd., Telbhavan,
 Dehradun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to

desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad

B. I. KAZI, Presiding Officer

Date : 23-08-05

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3504.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 135/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3504.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 135/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the Employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 135/04 In Reference No. C. G. I. T.

A. No. 201/04

(Old Com. No. 89/03 in Reference (I. T. C.) No. 120/99)

Salim I. Vora

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd, Telbhavan,

Dehrandun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shd K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion

policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad :

Date : 12-07-2005

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3505.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 119/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3505.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 119/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the Employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 119/04 In Reference No. C. G. I. T.
A. No. 201/04

(Old Com. No. 73/03 in Reference (I. T. C.) No. 120/99)

A. S. Parmar,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002 ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003 ...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and

Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R. & P. regulations and the union is not recognized union and their union has not a legal right to say anything about R.&P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Ahmedabad.

Date: 21-06-05

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 118/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3506.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 118/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 118/04 in Reference No. C. G. I. T. A. No. 201/04

(Old Com. No. 72/03 in Reference (I. T. C.) No. 120/99)

D. B. Suthar,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehrandun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that

the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not

recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint becomes infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of EX. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Date : 21-06-05
Ahmedabad.

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3507.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 117/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 117/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]
B. M. DAVID, Under Secy

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD**

PRESENT :

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

**Com. C. G. I T A. No. 117/04 In Reference No. C. G. I T. A.
No. 201/04**

[Old Com. No. 71/03 In Reference (I T. C.) No. 120/99]

R. L. Patel,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002. ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES :

Complainant : Shri R.C. Shukla

Opponent : Shri K. V.Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation Officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and

Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference No. 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 17-05-2005
Ahmedabad

B I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3508.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार अधिनियम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 130/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3498.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 130/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 130/04 in Reference No. C. G. I. T.
A. No. 201/04

[Old Com. No. 84/03 in Reference (I. T. C.) No. 120/99]

N. K. Mudhaliar,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002. ...Complainant

/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Sh. K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time

bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the written statement.

4. By Ex. 5 the opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 21-6-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 129/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3509.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 129/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com/ C. G. I. T. A. No. 129/04 in Reference No. C. G. I. T.

A. No. 201/04

[Old Com. No. 83/03 in Reference (I. T. C.) No. 120/99]

K. H. Patel,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla

Opponent : Shd K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for Electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide File No. RLC/AH/50(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for Electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant

is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 21-6-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 128/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 128/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 128/04 in Reference No. C. G. I. T.
A. No. 201/04

[Old Com. No. 82/03 in Reference (I. T. C.) No. 120/99]

Y. V. Rajawadi,
C/o O.N.G.C. Electrical & Allied Staff Association,
19, Pushtakunj Society, Near Sahkar Nagar,
Mahesana -384 002 ...Complainant

V/s.

The Director (Personnel/HR),
O.N.G.C. Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical

category workman who are involved in the reference. As per the present R. & P. rules after completing of six years, the workman is getting promotion to next higher post and it is the time-bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time-bound policy to the union through conciliation officer *vide* file No. RLC/AH/50/(1)2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time-bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R. & P. regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking

to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6, the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 21-6-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 127/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 127/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 127/04 In Reference No. C. G. I. T.

A. No. 201/04

(Old Com. No. 81/03 in Reference (I. T. C.) No. 120/99)

K. T. Rajawadi,

C/o O.N.G.C. Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),

O.N.G.C. Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
 Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time-bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time-bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R. & P. rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R. & P. rules after completing of six years, the workman is getting promotion to next higher post and it is the time-bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time-bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time-bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying

to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R. & P. regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 21-06-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 126/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 126/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C.G.I.T.A. No. 126/04 In Reference No. C.G.I.T.A.
No. 201/04

[Old Com. No. 80/03 in Reference (I.T.C.) No. 120/99]

C. K. Vankar,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, —Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 —Opponent

APPEARANCES

Complainant : Shri R.C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the

Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

Date: 21-06-2005

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 125/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 125/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C.G.I.T.A. No. 125/04 In Reference No. C.G.I.T.A. No. 201/04

(Old Com. No. 79/03 in Reference (I.T.C.) No. 120/99)

R. B. Patel,

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehrandun-248003

...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla

Opponent : Sh. K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section

33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

B. I. KAZI, Presiding Officer

Date : 21-6-05

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3514.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 124/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 124/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 124/04 In Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 78/03 in Reference (I. T. C.) No. 120/99]

K. T. Patel,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002;

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd, Telbhavan,

Dehrandun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shd K.V. Gadhpia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying

to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Date : 21-06-2005
Ahmedabad.

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 123/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 123/04 In Reference No. C. G. I. T. A.
No. 201/04
[Old Com. No. 77/03 in Reference (I. T. C.) No. 120/99]

Nandji Singh,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehrandun-248003 ...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla
Opponent : Shd K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman the management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence, I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Date: 21-06-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3516.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 122/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3516.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 122/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 122/04 In Reference No. C. G. I. T. A.
No. 201/04

(Old Com. No. 76/03 in Reference (I. T. C.) No. 120/99)

B. P. Patel,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana-384 002. ...Complainant

V/s.

The Director (Personnel/HR),
O.N.G.C. Ltd., Telbhavan,
Dehrandun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence, prays that the opponent should be ordered to desist from any action of modifying R. & P. Rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R. & P. rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002

on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. Rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject-matter of present complaints is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaints are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R. & P. regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence, the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

Date: 21-6-2005

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3517.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 151/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3517.—In Pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 151/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of O. N. G. C. and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com. C. G. I. T. A. No. 151/04 In Reference No. C. G. I. T. A.
No. 201/04
(Old Com. No. 105/03 in Reference (I. T. C.) No. 120/99)

J. P. Parmar
C/o O.N.G.C. Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002. ...Complainant

V/s:

The Director (Personnel/HR),
O.N.G.C. Ltd., Telbhavan,
Dehrandun-248003. ...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla
Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R. & P. Rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R. & P. rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R. & P. regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the Management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any

breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3518.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 107/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3518.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 107/04 in Reference No. C. G. I. T. A. No. 201/04

(Old Com. No. 61/03 in Reference (I. T. C.) No. 120/99)

R. J. Zala,

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002.

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003

...Opponent

APPEARANCE

Complainant : Shri R.C. Shukla

Opponent : Shd K.V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex: 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied

by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of EX. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3519.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 106/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3519.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute employers in relation to the between the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I T A. No. 106/04 in Reference No. C. G. I T.
A. No. 201/04

[Old Com. No. 60/03 in Reference (I. T. C.) No. 120/99]

M. N. Raval,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002 ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCE:

Complainant : Shri R.C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to

desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence, the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence, I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence, this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

क्रा.आ. 3520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 108/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3520.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of O. N. G. C. and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

AT AHMEDABAD

PRESENT :

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T A. No. 108/04 in Reference No. C. G. I. T.

A. No. 201/04

[Old Com. No. 62/03 in Reference (I. T. C.) No. 120/99]

K. R. Patel,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahešana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCES :

Complainant : Shri R.C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time

bound promotion policy is a change of service condition. Hence, prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 109/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3521.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 109/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 109/04 in Reference C. G. I. T. A. No. 201/04

[Old Com. No. 63/03 in Reference (I. T. C.) No. 120/99]

S. M. Patel,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003

...Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as an old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, he workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and

alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union has not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Date : 23-8-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3522.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 110/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3522.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 110/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 110/04 in Reference C. G. I. T. A.
No. 201/04

[Old Com. No. 64/03 in Reference (I. T. C.) 120/99]

J. G. Jani,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248 003

...Opponent

APPEARANCE:

Complainant : Shri R.C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as an old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As

per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(I)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent.

Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3523.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 111/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3523.—In pursuance of Section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I T A. No. 111/04 In Reference No. C. G. I T A. No. 201/04

[Old Com. No. 65/03 in Reference (I. T. C.) No. 120/99]

B. A. Kachhia,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR)
ONGC Ltd., Telbhavan,
Dehradun-248003

...Opponent

APPEARANCE :

Complainant : Shri R.C. Shukla
 Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other

union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3524.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 112/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3524.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 112/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT :

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 112/04 In Reference No. C. G. I. T. A.
No. 201/04

[Old Com. No. 66/03 in Reference (I. T. C.) No. 120/99]

R. S. Patel,
C/o ONGC Electrical & Allied Staff Association,
19, Pashpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehrandun-248 003 ...Opponent

APPEARANCES :

Complainant : Shri R. C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service In one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied

Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3525.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 113/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3525.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 113/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT: .

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T A. No. 113/04 In Reference No. C. G. I. T. A.
No. 201/04

[Old Com. No. 67/03 in Reference (I. T. C.) No. 120/99]

D. H. Panchal,
C/o ONGC Electrical & Allied Staff Association,
19, Pashpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003 ...Opponent

APPEARANCE:

Complainant : Shri R.C. Shukla
Opponent : Shd K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time

bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence, the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

B. I. KAZI, Presiding Officer

Date: 17-05-2005

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3526.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 103/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3526.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 103/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD

PRESENT

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer
Com. C. G. I. T. A. No. 103/04 in Reference No. C. G. I. T.
A. No. 201/04
(Old Com. No. 57/03 in Reference (I. T. C.) No. 120/99)

R. N. Vashi,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGCLtd., Telbhavan,
Dehrandun-248003 ...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla
Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, Praying that the opponent shall not change time bound promotion policy; in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence, prays that the opponent should be ordered to desist from any action of modifying R. & P. Rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The Management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R. & P. rules after completing six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and

alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R. & P. Regulations and the union has not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence, I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

B. I. KAZI, Presiding Officer

Date : 23-8-2005

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3527.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 120/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 120/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 120/04 in Reference No. C. G. I. T.

A. No. 201/04

(Old Com. No. 74/03 in Reference (I. T. C.) No. 120/99)

A. K. Patel,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Maheana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCES

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence, prays that the opponent should be ordered to desist from any action of modifying R. & P. Rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a Old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. Rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R. & P. Rules after completing of six years,

the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent.

Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 21-06-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 105/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3528.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 105/04 In Reference No. C. G. I. T. A.
No. 201/04

[Old Com. No. 59/03 in Reference (I. T. C.) No. 120/99]

B. T. Pajja,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002 ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehrandun-248003

...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedul IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying

to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union has not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of EX. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3529.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 121/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3529.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 121/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD**

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com C. G.I.T.A. No. 121/04 In Reference No. C.G.I.T.A.
No. 201/04

[Old Com. No. 75/03 in Reference (I. T.C.) No. 120/99]

M. D. Upadhyay,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002 ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla
Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a Old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C., trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied

Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6, the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 21-06-2005
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3530.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 152/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3530.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 152/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C.G.I.T.A. No. 152/04 In Reference No. C.G.I.T.A. No. 201/04

[Old Com. No. 106/03 in Reference (I.T.C.) No. 120/99]

J. H. Patel,

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCE

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that

the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 23-08-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 144/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 144/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 144/04 In Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 98/03 in Reference (I. T. C.) No. 120/99]

C. J. Shah,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCES :

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time-bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time-bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R. & P. rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R. & P. rules after completing of six years, the workman is getting promotion to next higher post and it is the time-bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time-bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time-bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject-matter

of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R. & P. regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3532.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 143/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3532.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 143/04)

of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employess in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer
Com. C. G. I. T. A. No. 143/04 In Reference No. C. G. I. T.
A. No. 201/04
[Old Com. No. 97/03 in Reference (I. T. C.) No. 120/99]

K. A. Modhia,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002 ...Complainant
V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time-bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time-bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R. & P. rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R. & P. rules after completing of six years, the workman is getting promotion to next higher post and it is the time-bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time-bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is

enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-8-2005
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3533.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 142/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006 आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 142/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT AHMEDABAD

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 142/04 in Reference No. C. G. I. T.
A. No. 201/04
[Old Com. No. 96/03 in Reference (L. T. C.) No. 120/99]

K. A. Gohil,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002. ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003. ...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition.

Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as an old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer *vide* file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-8-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3534.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 141/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर-(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3534.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 141/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy,

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 141/04 in Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 95/03 in Reference (I. T. C.) No. 120/99]

S. R. Parmar,

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana-384 002.

...Complainant

V/s.

The Director (Personnel/HR),
ONGCLtd., Telbhavan,
Dehradun-248003

...Opponent

APPEARANCE

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter

of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-8-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ 3535.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 140/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3535.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 140/04)

of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 140/04 in Reference No. C. G. I. T.

A. No. 201/04

[Old Com. No. 94/03 in Reference (I. T. C.) No. 120/99]

C. C. Patel,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002. ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002

on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-8-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ 3536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 139/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 139/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 139/04 in Reference No. C. G. I. T. A.
No. 201/04

[Old Com. No. 93/03 in Reference (I. T. C.) No. 120/99]

J. P. Patel,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time

bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 138/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 138/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 138/04 in Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 92/03 in Reference (I. T. C.) No. 120/99]

V. A. Patel,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehrandun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service In one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has

not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 23-08-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 131/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3538.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 131/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 131/04 in Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 85/03 in Reference (I. T. C.) No. 120/99]

A. D. Karaliya,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana - 384 002

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd, Telbhavan,

Dehrandun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and

it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50 (1)2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking

to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 12-07-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 133/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3539.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T A. No. 133/04 In Reference No. C. G. I. T.
A. No. 201/04

[Old Com. No. 87/03 in Reference (I. T. C.) No. 120/99]

F. M. Belim,

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehradun-248003.

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of

any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Date : 12-07-05
Ahmedabad.

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3540.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 134/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 134/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 134/04 in Reference No. C. G. I. T.

A. No. 201/04

[Old Com. No. 88/03 in Reference (I. T. C.) No. 120/99]

V. N. Patel,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical

category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill-founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Date : 12-07-05
Ahmedabad.

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 313/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 313/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer :

Com. C. G. I T A. No. 313/04
(Old Com. No. 20/98)

Patel Ashwin P.,
C/o Gujarat Petroleum Employees
Union, 436/46, Gandhivas,
Koba Road, Sabarmati,
Ahmedabad-380 005

...Complainant

V/s.

1. Parisharm Labour Co. Op. Soc.,
19, Sahajanand Centre,
Shahibaug Ahmedabad-4

2. Group General Manager,
ONGC Avani Bhavan, Sabarmati,
Ahmedabad

...Opponent

APPEARANCE

Complainant : (Absent)

Opponent : Shri K.V. Gadhia,
Shri Mahendra K. Patel

ORDER

I. The complainant has filed this complaint in (I.T.C.)
No. 11/97 under Section 33-A of the Industrial Disputes

Act, for illegal termination of service during the pendency of reference.

2. The brief facts are that the Central Government vide order dated 2-4-1997 referred the dispute to the Tribunal (I.T.C.) No. 11/97. The reference was for 258 workmen. The name of the complainant appears at Sr. 117 list of the workman. The complainant has been working as a typist in TBG section of O.N.G.C., Ahmedabad since 1-1-1992. The opponent did not provide work to the complainant w.e.f. 21-7-1997. The complainant met the officers, but he was never taken back. The complainant is unemployed and the opponent had employed new persons. Complainant is directly connected workman and the services are terminated. Even though there is a stay against the termination. Thus opponent have contravened the provisions of Section 33 (1) of the I.D. Act. The category of typist is prohibited by notification on 8-4-1994 opponent not is a real employer. Thus by para 13 he prays for the relief.

3. A notice was issued to the opponent to file a reply of the complaint. The opponent No. 2 has filed a reply by Ex. 15. The brief facts are that the corporation has not contravened and provisions of Section 33 of the Industrial Disputes Act. Hence the complaint is not maintainable. The complainant is not a concerned workman. The alleged dispute is not connected with the main reference. The relation of muster and servant is not there and the complainant is not the workman. The averments in his paras 1 to 6 of the complaint are not true and denied. It is denied that the opponent did not provide the work to the complainant w.e.f. 21-7-1997. The averments made in paras 7 to 13 are not true and denied. It is denied that the category of typist is prohibited category for appointment as a contract labour. It is denied that, O.N.G.C. is a real employer. Applicant is not entitled to get reinstatement with full back wages. The main reference is not decided. The complainant was employed by the contractor namely Parisharm Labour Co-op. Societies. It is a baseless that his services was discontinued by O.N.G.C. Thus it is prayed that the complainant is not entitled to get any relief as prayer for and the complaint is required to be dismissed with cost.

4. By Ex. 16 the union withdraw the authority and submitted a letter dated 3-10-2004.

5. Though proper opportunity was given to prove the case, the complainant did not remain present for the prosecution. Thus he failed to prove the facts stated in the complaint. Looking to this facts the complainant is not entitled to get any relief for want of prosecution. Thus I hereby pass the following order :

ORDER

The complainant is dismissed for default for want of prosecution. No order as to cost.

Date : 12-10-2005
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 150/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 150/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 150/04 in Reference C. G. I. T. A.
No. 201/04

[Old Com. No. 104/03 in Reference (I. T. C.) No. 120/99]

S. R. Verma,

C/o ONGC Electrical & Allied Staff Association,
19, Pashpukunj Society, Near Sahkar Nagar,
Mahesana -384 002.

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248 003

...Opponent

APPEARANCE:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time

bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the reference is pending before the Hon'ble Tribunal, C.G.I.T.A. No. 201/04 as an old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence, the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence, I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject, matter of the complaint. Hence, this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3543.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 149/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3543.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 149/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 149/04 In Reference No. C. G. I. T.

A. No. 201/04

[Old Com. No. 103/03 in Reference (I. T. C.) No. 120/99]

K. E. Nagarkar,

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehrandun-248 003

...Opponent

APPEARANCE:

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence, prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical and Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, he workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical and Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and

alleged dispute is not connected with the main reference. Hence, the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence, the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence, I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence, this complaint is hereby disposed of. No order as to cost.

Date : 23-8-2005
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3544.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 148/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3544.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 148/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 148/04 in Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 102/03 in Reference (I. T. C.) No. 120/99]

K. M. Johny,
C/o ONGC Electrical and Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002.

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248 003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence, prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As

per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R and P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking

to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

B. I. KAZI, Presiding Officer

Date : 23-8-2005

नई दिल्ली, 4 अगस्त, 2006

का.आ.3545.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 132/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 4th August, 2006

S.O. 3545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I T A. No. 132/04 in Reference No. C. G. I T A. No. 201/04

(Old Com. No. 86/03 in Reference (I. T. C.) No. 120/99)

R. J. Patel,
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002.

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003.

...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla.
Opponent : Shri K. V. Gadhia.

ORDER

1. The complainant has filed this complaint Under Section 33-A of the Industrial Dispute Act, Praying that the opponent shall not change time-bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer *vide* file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that

the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

Date : 12-7-2005

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त 2006

का.आ. 3546.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 147/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 4th August, 2006

S.O. 3546.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 147/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 3-8-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

PRESENT :

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 147/04 in Reference, C. G. I. T. A.
 No. 201/04

[Old Com. No. 101/03 in Reference (I. T. C.) No. 120/99]

R. B. Raval,
 C/o ONGC Electrical & Allied Staff Association,
 19, Pushpkunj Society, Near Sahkar Nagar,
 Mahesana -384 002 ...Complainant

V/s.

The Director (Personnel/HR),
 ONGC Ltd., Telbhavan,
 Dehradun-248003 ...Opponent

APPEARANCES :

Complainant : Shri R. C. Shukla.

Opponent : Shri K. V. Gadhia.

ORDER

1. The complainant has filed this complaint under section 33-A of the Industrial Disputes Act, praying that the opponent shall not change time-bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time-bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant are that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workmen who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through Conciliation Officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time-bound promotion policy is change of service condition as per Section 9-A and Schedule IV of I.D. Act, 1947. Thus it is prayed that the

Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference No. 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service condition of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-05
 Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 146/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006 आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 146/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 146/04 in Reference C. G. I. T. A. No. 201/04

[Old Com. No. 100/03 in Reference (I. T. C.) No. 120/99]

N. R. Patel,

C/o ONGC Electrical and Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Maheana-384 002.

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248 003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition.

Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical and Allied Staff Association. The action will change the service condition of Electrical category workmen who are involved in the reference. As per the present R & P rules after completing of six years, he workmen is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through Conciliation Officer vide File No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical and Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension -assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by x. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6, the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-08-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त 2006

का.आ. 3548.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 145/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 4th August, 2006

S.O. 3548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 145/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 03-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C.G. I.T.A. No. 145/04 in Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 99/03 in Reference (I.T.C.) No. 120/99]

N. R. Patel,

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003

...Opponent

APPEARANCE:

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R. & P. rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and

alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 23-8-2005

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 4 अगस्त 2006

का.आ. 3549.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 177/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-22012/281/2002-आई आर(सी-11)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 4th August, 2006

S.O. 3549.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 177/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Govinda Sub Area of South Eastern Coalfields Ltd., and their workman, received by the Central Government on 3-8-2006.

[No.L-22012/281/2002-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

CASE NO. CGIT/LC/R/177/03

SHRI C. M. SINGH, Presiding Officer:

The Executive Committee Member,
Samyukta Koyla Mazdoor Sangh (AITUC),
Near Panchayati Mandir, Shahdol ...Workman/Union

Versus

The Sub Area Manager,
Govinda Sub Area of South Eastern Coalfields Ltd.,
Po Kotma, Distt. Shahdol (MP) ...Management

AWARD

Passed on this 18th day of July, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/281/2002-IR(CM-II) dated 8-12-2003 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of SECL in imposing punishment of withholding of two increments of Smt. Rekha Singh was legal and justified? If not, to what relief she is entitled to?”

2. In spite of sufficient service of notice on the Executive Committee member, Samyukta Koyla Mazdoor Sangh (AITUC), Near Paanchayati Mandir, Shahdol, MP, the Union/workman Smt. Rekha Singh failed to put in appearance before this tribunal and to file statement of claim, therefore vide order dated 28-3-05 of this tribunal, this reference proceeding proceeded ex parte against the Union/workman.

3. The case of management (Sub Area Manager Govinda Sub Area of South Eastern Coalfields Ltd., PO Kotma, Distt. Shahdol (MP) in brief is as follows. That workman Smt. Rekha Singh was working as Dainik Mazdoor in Govinda dispensary of Govinda Sub-Area of SECL, Kotma. That on 30-11-99 at about 4.00 PM, she along with her husband Shri Dinesh Singh went to the hospital premises and Smt. Krishna Devi Dresser was abused in filthy language and assaulted her during duty hours. The

said incident was reported by the victim Smt. Krishna Devi. Accordingly workman Smt. Rekha Singh was issued with a chargesheet under clause 26.18 and 26.22 of the Standing Orders. The workman submitted reply denying charges. As the reply was found unsatisfactory, the competent authority decided to conduct the Departmental enquiry. Accordingly *vide* order No. 615 dated 17-11-99 Shri V. D. Bhide, the then Personnel Manager, Govinda Colliery was appointed as Enquiry Officer and Shri V.K.Badgaiya, Sr. Under Manager was appointed as management's representative. The Enquiry Officer issued memo of enquiry for the date of hearing of enquiry. During the course of DE, the workman availed the services of coworker Shri S.N.Singh, Sr. clerk, Jamuna Kotma Area. The DE was conducted legally, properly and following the principles of natural justice. The Enquiry Officer submitted his report holding the charge/sheeted employee 'guilty of charges'. The entire departmental proceedings were placed before the Competent Authority who has gone through the same and satisfied that the enquiry, was conducted legally and properly and the C.S.E. has availed full opportunity of defending her case. Consequently the competent authority agreed with the findings of the Enquiry Officer and charges levelled against her stands proved. Both the charges proved against her was enough to impose punishment of dismissal from services. Her case was leniently considered and she was given minor punishment by imposing stoppage of two increments with cumulative effect *vide* office order No. 1379 dated 11-1-2000. Workman Smt. Rekha Singh was regularised as clerk *vide* office order No. 3095 dated 30-12-2000. It is prayed by the management that the action of the management in imposing the punishment of withholding 2 increments of Smt. Rekha Singh be held legal, proper and justified and accordingly the award be passed in favour of the management.

4. The management in order to prove their case filed affidavit of their witness Shri A. K. Roy, the then working as Personnel Manager in SECL, Jamuna and Kotma area.

5. I have heard Shri A.K.Shashi, Advocate, the learned counsel for the management and perused the evidence on record.

6. The case of the management is fully proved from the uncontroverted and unchallenged affidavit of their witness Shri A. K. Roy who was then working as Personal Manager in SECL, Jamuna and Kotma area. As the case proceeded *ex parte* against the workman, no evidence has been adduced on behalf of the workman.

7. In view of the above, the reference deserves to be answered in favour of the management and against the workman. Having considered the facts and circumstances of the case, I am of the opinion that parties be directed to bear their own costs of this reference.

8. The reference is answered in favour of the management and against the workman holding that the

action of management of SECL in imposing punishment of withholding 2 increments of Smt. Rekha Singh was legal and justified and consequently she is not entitled to any relief. The parties shall bear their own costs of this reference.

9. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 4 अगस्त 2006

का.आ. 3550.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 161/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-22012/12/2001 आई आर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 4th August, 2006

S.O. 3550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 161/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Amlai O.C. M. of SECL, and their workman, received by the Central Government on 3-8-2006.

[No. L-22012/12/2001-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

CASE NO. CGIT/LC/R/161/02

PRESIDING OFFICER: SHRI C. M. SINGH

The Secretary,
M. P. Koyla Mazdoor Sabha (HMS),
Sohagpur Area of SECL,
At/PO Dhanpuri,
Shahdol

Workman/Union

Versus

The Sub Area Manager,
Amlai O.C.M of SECL,
PO Amlai O.C.M, Shahdol.

Management

A WARD

Passed on this 18th day of July-2006

1. The Government of India, Ministry of Labour *vide* its Notification No. L-22012/12/2001-IR(C-II) dated

9-12-02 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the Sub Area Manager, Amlai O.C.M of SECL, PO Amlai, distt. Shahdol (MP) in not giving notional seniority to Shri Chandra Shekhar Shrivastava, Dumper Operator, Group-A Amlai O.C.M w.e.f. 4-5-94 is legal and justified? If not, to what relief he is entitled to?"

2. In spite of sufficient service of notice on the Secretary, M P Koyla Mazdoor Sabha (HMS), sohagpur Area of SECL, At/PO Dhanpuri Shahdol, no statement of claim has been filed on behalf of workman/Union. Therefore *vide* order dated 28-3-05 of this tribunal, the case proceeded *exparte* against the workman/Union.

3. The management filed their Written Statement. Their case in brief is as follows. Shri Chandra Shekhar Shrivastava is working as Dumper Operator, Grade-A at Amlai OCM of SECL, Sohagpur Area w.e.f. 4-5-94. The Union has raised the dispute claiming notional seniority to Shri Chandra Shekhar Shrivastava, Dumper Operator Grade-A w.e.f. 4-5-94 whereas the dispute has been raised only in the year 2002 i.e. after a lapse of 8 years. The claim is therefore highly belated. Seniority cannot be claimed after a lapse of several years as it will effect the career of other employees once the seniority has been settled amongst the employees the same cannot be taken after a lapse of several years, as it will create an industrial unrest amongst the employees. On this ground alone, the present dispute is not maintainable. Workman Shri Chandra Shekhar Shrivastava has already been granted notional seniority w.e.f. 31-3-96. There exists no ground on the part of the workman to claim notional seniority w.e.f. 4-5-94. It seems that the claim is based on comparison with other workers namely Shri Mohammed Abdal and Shri Sant Singh. The workman has claimed notional seniority comparing his case with the case of Shri Mohammed Abdal and Shri Sant Singh. The workman cannot compare his case with Shri Mohammed Abdal and Shri Sant Singh as their date of appointment, seniority, further promotion of the workman as well as Shri Mohammed Abdal and Shri Sant Singh are different. On the recommendation of Departmental Promotion Committee, the workman along with others working as Dumper Operator Grade C at Dhanpuri OCM and Sharda OCP was given promotion to the post of Dumper Operator Grade-B w.e.f. 11-4-89 *vide* office order No. 91/111/80 dated 15-1-91. Shri Mohammed Abdal and Shri Sant Singh have been promoted as dumper operator, Excv. Grade-A *vide* office Order No. SECL/SAM/ AOCM/49/94/1 04 dated 2-4-94 w.e.f. 1-5-94. At that time Shri Chandra Sekhar Shrivastava was not on the roll of Amlai OCM. That *vide* office order No. 3242 dated 21-1-95, the workman concerned was transferred from Sharda OCP to Amlai OCM. The DPC, *vide* their report recommended Shri Mohammed Abdal and Shri Sant Singh to the post of Dumper Operator Excv. Group-A. As per the recommendations of the DPC, Shri

Mohammed Abdal and Shri Sant Singh were given promotion from Dumper Operator Excv. Group-B to Dumper Operator Excv. Group-A *vide* office order No. 109 dated 2-5-94. That the workman submitted representation on 19-10-94 claiming notional seniority w.e.f. 4-5-94. The management *vide* letter No. 3334 dated 3-2-95, having examined his case regarding the notional seniority informed him that his representation will be considered on merit for giving notional seniority in Dumper Operator Grade A after his regularisation on the above post. The case of workman was considered for deployment in the 50 Tones Dumper and after one year, his case was also considered for promotion to the post of Dumper Operator Grade-A. On the recommendation of the Departmental Promotion Committee, the workman Shri Chandra Shekhar Shrivastava, Dumper Operator Grade B of Amlai has been promoted to the post of Dumper Operator group-A *vide* order No. SECL/PD/ AOCM/98/64/669 dated 3-3-98 and he was also given notional seniority w.e.f. 31-3-96 and the same was communicated to him *vide* letter No. SECL/PD/1127/98/601 dated 10-11/4/98. The promotion of Dumper Operator, Group-B to Group-A is done as per the job nomenclature/job description Cadre scheme as given below :

"A highly skilled workman possessing not less than 8 years experience in operation of heavy duty highway dumpers of Coal Haulers of which is must have 3 years experience in next below grade i.e. in grade "B". He will operate such equipment of a capacity of 45 tones and above. He should have general knowledge of the mechanism of the equipment and should undertake minor maintenance and running repairs. We should hold valid License endorsed for driving Heavy duty Vehicle (IINo. 16 dt. 22-2-84.)"

4. As per job description and nomenclature for promotion of Dumper Operator Group B to A is required the experience of operation of 50 tones dumper/machine. Shri Chandra Sekhar Shrivastava had not operated the 50 tones dumper before his joining at Amlai OCM i.e. 24-1-95. Hence his case for promotion from Group-B to A does not arise due to non-operating of 50 tones Dumper. The management has given him notional seniority for promotion of Dumper Operator Group-B to A w.e.f. 31-3-96. At the time of promotion of Shri Mohd. Abdal and Shri Sant Singh to the post of Dumper Operator, Excv. Group-A as on 1-5-94 Shri Chandra Sekhar Shrivastava was not on roll of Amlai OCM. Hence the question of considering his case for promotion does not arise. The promotion from the post of Dumper Operator Grade B to A is unit level post as per the seniority list of the project. When Shri Chandra. Sekhar Shrivastava was not working in Amlai OCM/Unit his demand for notional seniority from the date of promotion of others belonging to Amlai OCM is not justified and is contrary to promotion policy. Thus the claim made by Shri Chandra Sekhar Shrivastava is neither legal nor justified and is liable to be rejected.

5. The management in order to prove their case filed affidavit of Shri Charan Singh, the then working as SAM in SECL, Shahdol area.

6. The management has also filed Photostat copies of the certain documents, but those Photostat copies have not been proved in accordance with the law of evidence and therefore, cannot be read in evidence.

7. I have heard Shri A.K. Shashi, Advocate the learned counsel for the management and perused the evidence on record.

8. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of their witness Shri Charan Singh, the then working as SAM in SECL, Sohagpur area.

9. Against the above, as the, case proceeded exparte against the workman/Union there is no evidence on record on behalf of workman/Union.

10. In view of the above, the reference deserves to be answered in favour of the management and against the workman/Union. Having considered the facts and circumstances of the case, I am of the opinion that the parties should be directed to bear their own costs of this reference.

11. The reference is answered in favour of the management holding that the action of Sub Area Manager, Amlai O. C. M of SECL, PO Amlai, distt. Shahdol (MP) in not giving notional seniority to Shri Chandra shekhar Shrivastav, Dumper Operator, Group-A Amlai O.C.M w.e.f. 4-5-94 is legal and justified and consequently the workman is not entitled to any relief. The parties shall bear their own costs of this reference.

12. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 4 अगस्त 2006

का.आ. 3551.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 78/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-22012/121/2001-आई आर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 4th August, 2006

S.O. 3551.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Jamuna U.G.R.O. of

SECL, and their workman, received by the Central Government on 03-08-2006.

[No. L-22012/121/2001-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

CASE NO. CGIT/LC/R/78/02

PRESIDING OFFICER: SHRI C.M. SINGH

The Dy. General Secretary (C)
R.C.W. F, Jamuna U.G.Branch,
Shahdol.

Workman/Union

Versus

The Sub area Manager,
Jamuna U.G.R.O of SECL,
PO Jamuna,
Shahdol.

Management

AWARD

Passed on this 19th day of July, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/121/2001-IR(C-II) dated 28-5-02 has referred the following dispute for adjudication by this tribunal :

"Whether the sub Area Manager, Jamuna UGRO of SECL, PO Jamuna colliery of SECL, distt. Shahdol (MP) in not regularizing shri Surendra Kumar Mishra, General Mazdoor to explosive issuer, whereas he is working since 1993 is legal and justified? If not, to what relief the workman is entitled?

2. The Dy. General Secretary, R.C.W. F, Jamuna U. G. Branch, Shahdol failed to file statement of claim on behalf of workman Shri Surendra Kumar Mishra inspite of sufficient service of notice on him. Therefore vide order dated 28-3-05 of this tribunal, the reference proceeded exparte against the workman/Union.

3. The Sub Area Manager, Jamuna UGRO of SECL, PO Jamuna, Shahdol filed their written statement. Their case in brief is as follows. The terms of reference are vague and contrary to the facts of the case. That the appropriate government has exceeded its jurisdiction by deciding the disputed question as to "Whereas he is working since 1993 as explosive issuer". The workman has claimed the post of explosive issuer since 1993 whereas the dispute was raised in the year 2002 after the lapse of several years. Therefore the dispute is highly belated and the same is not maintainable. The workman shri Surendra Kumar Mishra was initially appointed as General Mazdoor Category-I at Jammu U/G Mine. While he was working as time rated employee, he was employed in clerical job. The workman along with others were therefore regularized as clerk

Grade III in the scale of pay of Rs. 3545-87-5111 of NCWA-VI vide confirm order No. 337 dated 30-4-02. Further to the office order No. 337, the workman along with others also has been regularised as clerk Gr-III have been granted seniority w.e.f. 30-12-2000 i.e. at par with the date in which II TR employees were regularised. The workman is working as clerk Gr-III. The workman was neither appointed nor deployed as explosive issuer against any sanctioned or vacant post. He might have been authorised to look after the job of explosive issuer in the absence of clerk temporarily, that does not give him a right to hold the said post. The workman was working as General Mazdoor as in 1993, as the claim made by him for regularization to the post of explosive issuer since 1993 is illegal, unjustified and incorrect and therefore the reference is liable to be answered in positive as the same has no merits.

4. The management in order to prove their case filed affidavit or Shri R. K. Prusty, the then working as Sr. P. O in SECL., Jamuna and Kotma Area.

5. The management has also filed certain Photostat copies of the documents but those Photostat copies have not been proved in accordance with law of evidence and therefore they cannot be read in evidence.

6. I have heard Shri A.K. Shashi, Advocate for the management and perused the evidence on record.

7. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of their witness Shri R. K. Prusty. As the case proceeded ex-parte against the workman/Union and no statement of claim has been filed on behalf of the workman, there is no evidence on record for proving the case of the workman/Union.

8. In view of the above, the reference deserves to be answered in favour of the management and against the workman/Union. Keeping into consideration the facts and circumstances of the case, I am of the view that the parties be directed to bear their own costs of this reference.

9. The reference is answered in favour of the management and against the workman/Union holding that the Sub Area Manager, Jamuna URGO of SECL, PO Jamuna Colliery of SECL, Distt. Shahdol (MP) in not regularizing Shri Surendra Kumar Mishra, General Mazdoor to explosive issuer, whereas he is working since 1993 is legal and justified and the workman is not entitled to any relief. Parties shall bear their own costs of this reference.

10. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 4 अगस्त 2006

का.आ. 3552.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 40/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-22012/47/1998-आई आर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 4th August, 2006

S.O. 3552.—In Pursuance of section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of WCL, and their workman, which was received by the Central Government on 03-08-2006.

[No. L-22012/47/1998-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

CASE NO. CGIT/LC/R/40/99

PRESIDING OFFICER: SHRI C.M. SINGH

The Area Secretary, INMOSSA,
Pench Area, INMOSSA Bhavan,
Durga Chowk, Shivpuri,
PO Sirgora, Chhindwara (MP).

Workman/Union

Versus

The Manager,
Eklehra Colliery, WCL, PO Parasia,
Distt. Chhindwara (MP)
Chhindwara

Management

AWARD

Passed on this 21st day of July-2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/47/98-IR (CM-II) dated 24-29/12/1998 has referred the following dispute for adjudication by this Tribunal :

“Whether the action of the management of Eklehra Colliery of WCL, Distt. Chhindwara in transferring Shri Shiv Shankar Lal Chourasia, overman from Eklehra Colliery to Thisgora/Mathani Group of WCL, Pench Area, Parasia w.e.f. 15-11-1996 is justified? If not, to what relief the workman is entitled?”

2. The case of workman Shri Shiv Shankar Lal Chourasia/Union in brief is as follows. That workman Shri Shiv Shankar Lal Chourasia was initially appointed on the post of Mining Sirdar in the year 1980 and was posted at Eklehra Colliery. While he was in service, he qualified himself for the post of overman by appearing in the overman

Certificate examination conducted by the Board of Mining Examination, Dhanbad in the year 1987. Accordingly he was promoted to the post of overman in the year 1989. That workman Shri Shiv Shankar Lal Chourasia was elected as Branch President of the Indian National Mines Overman Sirdar Shortfires Association in the year 1994 which is a registered Trade Union duly registered under the India Trade Union's Act bearing registration No. 3887. That the workman being President of the Branch, is protected workman under sub-section (3) of Section 33 of the Industrial Disputes Act 1947 and his rights are protected under the Act. Apart from this, he is a workman inspector under Sec-29 (2) of the Mines Rules 1955 and under the said mines rules, he has to see the safety of the roof and other duties, and, therefore under sub-rule (7) and (8) of Rule 29 of the Mines rules is entitled to hold the office for a period of 3 years from the date of his nomination. He was nominated as workman inspector on 31-12-95 effective from 18-11-95. He is also rescue trainee under Rule 18 of the Mines Rescue rules 1985 and under the rules, in every colliery there must be 5 rescue trainees which is mandatory. Since at Eklehra colliery there were only 5 rescue trainees, therefore, he could not have been transferred to other place. But on 28-9-95 some 53 employees working in Eklehra colliery including the workman were transferred to other mines. However for reasons best known to the management, this transfer order was not given effect to the overmans and Mining Sirdars. However, again on 1-11-96, the workman along with one Shri Mohan Kamlesh was transferred to Rawanwara sub Area and he was advised to report for duties at sub Area Manager, Rawanwara Group. That prior to second transfer, the workman represented the entire matter to the management on 12-10-96 informing that since he is Branch President of Indian National Mines Overman Sirdar Shortfires Association, he is a protected workman. He also informed that since he has been designated as workman inspector under rule 29 (Q) of the Mines Rules, 1955 and also a rescue Trainee under the Mines Rescue rules 1985, therefore, he cannot be transferred to other collieries. But in spite of representation, the management transferred him to Rawanwara sub Area. Aggrieved by the said transfer order, he raised an Industrial Dispute before the Assistant Labour Commissioner, Chhindwara (MP) on 9-1-97. Since the Assistant Labour Commissioner could not complete the conciliation proceedings in due time, therefore the workman had no other alternative except to join at Rawanwara and accordingly he joined at Rawanwara colliery on 23-2-97 under protest. The Assistant Labour Commissioner in spite of sending failure report to the Government, closed the case and therefore the workman had to rush to the High Court by way of filing a writ petition bearing No. 1214/1997 and by virtue of the orders of the Honourable High Court dated 11-9-97, the Government has referred the present dispute before this Tribunal. The workman prior to joining at Rawanwara group had made an appeal to the General Manager (IR), Western Coalfields

Limited, Nagpur for cancellation of his transfer order and his retention at Eklehra Colliery. In the said representation, he had requested that since he is Branch President of the Union, also a workman Inspector and Rescue Trainee, therefore, his transfer from Eklehra Colliery to Rawanwara colliery is not only illegal but also an act of colourable exercise of powers. He also stated that the transfer order is made on the mala fide intention and, therefore, requested to cancel the transfer order. The workman is President of INMOSSA Union and is protected workman under Sec-33(3) of the Industrial Disputes Act, 1947 read with Rule 61 of the Industrial Dispute (Central) rules. No protected workman can be transferred unless an approval has been sought by the Central Union. In his case, no such approval has been sought from the Central Union, therefore transfer order is bad and illegal. The workman was nominated as workman inspector under Rule 29(Q) of the Mines Rules 55. A workman inspector nominated under sub-rule(1) shall, unless he resigns from his office cannot be transferred to any other place in violation of the rules. But the management in violation of the said rules transferred the workman to Rawanwara area. That the root cause of transferring the workman from Eklehra to Rawanwara is due to annoyance by the management for workman's Union activities. The workman has represented his entire matter to the Union as well as to the management of WCL, but in spite of representation made, no action has been initiated and he has been forced to join at Rawanwara Sub-Area under protest. It is, therefore, prayed that the action of management of Eklehra Colliery of WCL, Distt. Chhindwara in transferring the workman, overman from Eklehra Colliery to Thisgara/Mathani group and posting him at Rawanwara colliery is unjustified and his transfer order be set aside and the management of WCL be directed to re-transfer him from Rawanwara group to Eklehra Colliery.

3. The management filed their Written Statement. Their case in brief is as follows. That Shri Shiv Shankar Lal Chourasia is an employee of WCL, Pench Area. He was working as overman in Eklehra Colliery. The management of Pench Area started a new project namely Thisgara/Mathani group. The Eklehra colliery as well as this project are situated within a radius of 50 Kms. Due to administrative reason, the management has decided to transfer manpower from Eklehra Colliery to the new project as per requirement. The management has its own transfer policy for the transfer of employees from one unit to another. The said policy was decided and approved by the joint Co-ordination Committee of the area. The said joint Co-ordination Committee of the area consisted the representatives of all operating Trade Unions in the said area. Transfer has been made as per the approved transfer policy. Since Shri Shiv Shankar Lal Chourasia was the junior most overman, he was transferred to Thisgara/Mathani group as per above transfer policy *vide* order No. 1754 dated 28-9-96. Later on as per verbal discussion with the representatives of INMOSSA he was

transferred to near by mine of Rawanwara instead of Thisgara/Mathani vide office order dated 1-11-96. Shri Shiv Shankar Lal Chourasia was the President of INMOSSA branch, Eklehra and President of INMOSSA is not a protected workman under transfer policy. Being the junior most overman, Shri Shankar Lal Chourasia was transferred on administrative ground. The management taking into consideration the norms of transfer policy has rightly transferred Shri Shiv Shankar Lal Chourasia from Eklehra Colliery. As such his transfer cannot be treated as illegal transfer as alleged by INMOSSA. Shri M.P. Mishra, General Secretary of INMOSSA made an application dated 9-1-97 to the Assistant Labour Commissioner, Chhindwara alleging illegal transfer of Shri S.S. Chourasia. Shri S. K. Banerjee, Area Personnel Manager, Pench replied to the ALC(C) Chhindwara in response to ALC's endorsement No. CHA-I(Gen.)96 dated 14-1-97 vide letter No. WCL/Pench/P/23/348/97. The ALC(C) Chhindwara vide letter No. CHA-I(Gen.)97 dated 31-1-97 replied to the General Secretary, INMOSSA, Pench Area closing the case. Shri S.S. Chourasia filed writ petition in the High Court, Jabalpur and on 3-9-97 an order was passed by the Honourable Court directing ALC(C) to complete the proceedings of conciliation. Finally on 19-12-97, discussion between both the parties held. Shri N. P. Mishra, General Secretary INMOSSA insisted for transfer to Eklehra Colliery only. The management offered for transfer up to Rawanwara Colliery which was refused by the General Secretary. Conciliation finally resulted into failure on 19-12-97. Vide order dated 28-9-96 as many as 53 persons working in various capacities such as overman Mining Sirdar, Explosive Carrier, Dresser, Timber Mistry, Clipman, Socketman, Trammor, Loading Mate, Raising Mate, Line Mistry, were transferred from Eklehra Colliery to Thisgara/Mathani group. It was specifically mentioned in the aforesaid order that since these transfers are being made on administrative ground all the employees are entitled for TA, DA and joining time etc. as per rules. As the concerned workman was not willing to go on transfer to new project he was given nearer project i.e. Rawanwara Sub-Area vide order dated 1-11-96. The President of INMOSSA is not a protected workman under the transfer policy. The concerned workman being junior most overman was rightly transferred on administrative ground. That the management taking into consideration the norms of transfer policy has rightly transferred Shri S.S. Chourasia from Eklehra Colliery to Thisgara/Mathani group. As such the aforesaid transfer could not be treated as illegal as alleged by the Union. In view of the above, the action of the management in "transferring the workman from Eklehra, WCL to Thisgara/Mathani group of WCL, Pench Area w.e.f. 15-11-96 is justified. Therefore the workman is not entitled to any relief whatsoever.

4. Vide order dated 1-6-05 of this tribunal, the case proceeded ex parte against workman.

5. The management in order to prove their case filed affidavit of Shri Sakal Dev Yadav, the then working as Manager at WCL, Pench Area.

6. The management has also filed Photostat copies of certain documents on record but those Photostat copies have not been proved in accordance with law of evidence and therefore they cannot be read in evidence.

7. I have heard Shri A. K. Shashi, Advocate, the learned counsel for the management. I have very carefully gone through the evidence on record. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of Shri Sakal Dev Yadav, the then working as Manager at WCL, Pench Area.

8. The workman/Union failed to adduce evidence. Therefore vide order dated 1-6-05, the case proceeded ex parte against the workman/Union. Thus there is no evidence on record of the workman/Union.

9. In view of the above, the reference deserves to be answered in favour of the management and against the workman/Union. But considering the facts and circumstances of the case, I am of the opinion that the parties should be directed to bear their own costs of this reference.

10. The reference is answered in favour of the management and against the workman holding that the action of the management of Eklehra Colliery of WCL, distt. Chhindwara in transferring Shri Shiv Shankar Lal Chourasia, overman from Eklehra Colliery to Thisgara/Mathani Group of WCL, Pench Area, Parasia w.e.f. 15-11-1996 is justified and the workman is not entitled to any relief. The parties shall bear their own costs of this reference.

11. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 4 अगस्त, 2006

का.आ. 3553.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऐस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 196/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-22012/266/1986 आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 4th August, 2006

S.O. 3553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 196/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the

Industrial Dispute between the employers in relation to the management of S.E.C.L. and their workman, received by the Central Government on 03-08-2006.

[No.L-22012/266/1986-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/196/97

Presiding Officer: Shri C.M. Singh

The Secretary,
NCWF, Post Nowrozabad Colliery,
Distt. Shahdol (MP)

Workmen/Union

Versus

The General Manager,
Johilla Area of SECL,
Post Nowrozabad Colliery,
Distt. Shahdol (MP)

Management

AWARD

Passed on this 18th day of July, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/266/86-IR(C-II) dated 11/14-7-97 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of Johilla Area of SECL in employing 15 labourers (list enclosed) at area stores of Nowrozabad Colliery, which is a mining activity, at less than the rates of wages fixed under NCWA-I to V and also in not regularising their services on the rolls of the company from their dates of appointment is legal and justified. If not, to what relief are the workmen entitled and from which date?"

2. The case of Workmen/Union Shri Jaiga and 14 others (names mentioned in the list attached with reference order) is as follows. That they were infact direct employees of the management. They were employed for the purpose of loading/unloading of wagons and trucks of store materials received. They are fully covered under the definition of Mine's work as they are working for mining purposes only. Presently they are paid for the work done on the basis of quality/weight of the materials loading/unloading through the company's employee, for which the rates are fixed by the General Manager, Johilla Area. All the economic and administrative control remains with the management of SECL-Johilla Area. They are entitled of Cat-II wages as per NCW A-V but nothing has been done so far. Their work is infact of permanent and perennial in nature. The loading/unloading work done by them is not of temporary character and the workers are to be employed for considerable long period, therefore keeping in view of the service, which they are rendering at Area Store cannot

be treated to be the casual or temporary. They are not getting full amount of minimum Cat-II of the NCWA- V. Since most of the 15 workmen have completed more than 2-3 years of continuous employment with Area Store of SECL, Johilla Area directly therefore they were entitled to be regularised departmentally with the management. That the subject was discussed in I.R meeting with Union and SECL Headquarter Management on 8th & 9th Nov. 94, para-2 has been agreed as under :—

"Point No. 07 Regularisation of Area Mazdoor Personnels and Sawmachine Mazdoors.

"A. CPM Johilla area informed that a proposal in this regard has already been sent to Headquarter for a decision in regard to saw machine mazdoors numbering 15 and store personnel numbering 10 persons" P.M. (IR) SECL, Bilaspur was advised to process a note in this regard. [ACT PM (IR) SECL Bilaspur].

3. That the practice so adopted by the management to carry out its work is unfair practice and also purpose to avoid the regularisation of the said workman, the said practice infact amounts to victimisation , unfair labour practice and exploitation of the workers and working class. The management of SECL has also entered into various agreements with other Union, by which the workers employed directly by SECL, Johilla Area, management have been regularised. It may also be noted here that Hasdeo and Sohagpur area of SECL, management has also passed order dated 16-10-84, 22-6-87, 6-11-90 and the management entered into agreement on 13-12-84 with other Union by the aforesaid order. The workers employed by SECL management have been given employment and they have taken on roll of SECL. In view of the facts and circumstances mentioned above, the terms of reference are liable to be answered in favour of the workman/Union. It is prayed by the workman/Union to answer the terms of reference in favour of the workmen/Union and direct the management to regularise the services of 15 workers w.e. f. 1-1-93 (list attached) and pay all consequential benefits and also give seniority and monetary benefits etc.

4. The management in order to contest the reference filed their Written Statement.

5. The case of management in brief is as follows. That SECL is a Government company and registered as such under Sec. 617 of the Company's Act. It has various areas within the jurisdiction of MP and Johilla is one of the areas under which the Nowrozabad colliery is. That the reference is bad in law for the Central Government has crossed its jurisdiction by adjudicating the issue stating in the reference "which is a Mining Activity". Under regional stores, Nowrozabad is expected to stack/store the consignment received from various suppliers meant for production unit through rail/road. Once the consignment is received from the supplier on whom purchase order is

placed, the regional store is to collect the material, stack it in the store, account it and issue it to the consumer against the requisition. For the purpose of unloading and stacking of consignments received through road, the management has 9 workers on their roll. These workers are engaged for unloading and stacking of consignment received through rails. However, where the consignment received through rail is girders, rails or such other heavy material, the management had to engage the porter/outside agencies for unloading such heavy material on contract basis. The job of unloading and storing/stacking is intermittent and uncertain and depending upon the arrival of consignment through rail. Taking into consideration of the fact that the work is neither permanent/perennial in nature, it is not necessary to deploy regular band of workers for the said job. Since the area is too small and the expected input is very less, very limited consignment is expected by rail. As such the nature of job envisaged is uncertain and occasional. For the above reason, it is not required to engage regular band of labours for carrying out the said job. For the reasons that the work of unloading and stacking of the consignment is not prohibited under the contract Labour (Regulation and abolition) Act, and also that the work envisaged is uncertain and occasional, it is economically viable to get such work done through the gang of labours available on the spot. The labour so engaged are paid for the work done based on the weight/quantity of the material loaded/stacked by the store personnel from the imprest. The labours so engaged are not only doing the work of the management, but of any other persons who availed their services and are ready to pay them. That the claimants are the gang of labours roaming for employment at any station and they are engaged by anybody who is in need of them. Since arrival of consignment through rail/road is a normal phenomena such labours are stationed at those spots offering their labour. Had the aforesaid job been certain and regular the management must have sufficient manpower to earmark for the said job. Neither the claimants have been engaged continuously for a considerably long period in any permanent/perennial nature of job nor the workmen are entitled for Cat-II wages as per NCW A-V for the reason that the management has never appointed the workmen directly against any sanctioned vacancies by following prescribed rules for appointment. For the reason that the workmen were engaged occasionally for loading and stacking of the material received through rail, the claimants do not derive any right for regularization particularly because neither the work for which they have been engaged is permanent/perennial in nature or prohibited one nor they have been appointed by the management against any existing sanctioned vacancy by following prescribed rules and regulations for appointment. The claimants have not worked with the management at all. The claimants have failed to establish their claim against the management and therefore the claim of the workmen is liable to be rejected.

6. Vide order dated 10-4-06 passed by this tribunal, the case proceeded exparte against the workman/Union.

7. The management in order to prove their case filed affidavit of Shri Suresh Kumar Gupta, the then working as Dy. Personnel Manager in Johilla area of SECL.

8. The parties have also filed certain Photostate copies of the documents but those documents cannot be read in evidence as they have not been proved in accordance with law of evidence.

9. I have heard Shri A.K. Shashi, advocate the learned counsel for the management and perused the evidence on record.

10. The case of the management is fully established from the uncontroverted and unchallenged affidavit of Shri Suresh Kumar Gupta the then working as Dy. Personnel Manager in Johilla Area of SECL. As the case proceeded exparte against the workman/Union, there is no oral evidence on record on behalf of the workmen/Union.

11. In view of the above I am of the considered opinion that the award must be answered in favour of the management and against the workmen/Union. Considering the facts and circumstances of the case, I am also of the opinion that the parties should be directed to bear their own costs of this reference.

12. It is, therefore, hereby held that the action of management of Johilla Area of SECL in employing 15 labourers (list enclosed) at area stores of Nowrozabad Colliery, which is a mining activity, at less than the rates of wages fixed under NCW A-I to V and also in not regularising their services on the rolls of the company from their dates of appointment is legal and justified and the workmen are not entitled to any relief. Parties shall bear their own costs of this reference.

13. Copy of the award be sent to the Government of India Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 7 अगस्त 2006

का.आ. 3554.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाईटेड स्टीवडोर्स एसोसिएशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोचि के पंचाट (संदर्भ संख्या 16/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-35012/1/98-आई आर (विविध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 7th August, 2006

S.O. 3554. —In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2006)

of the Central Government Industrial Tribunal-cum-Labour Court, Kochi as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of United Stevedores Assn., and their workman, received by the Central Government on 4-8-2006.

[No. L-35012/1/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : SHRI P. L. NORBERT, B.A., LL.B.,
Presiding Officer

(Thursday the 20th day of July, 2006 /29th Asadha, 1928)

I. D. 16/2006

Workman/Union : The Secretary
United Employees' Association
W/Island, Kochi -9.

Management : The President
United Stevedores Association
Kochi -3.

By Advocate Shri V. B. Jinnah

AWARD

This is a reference made by Central Government under Section 10 (1)(d) of Industrial Disputes Act, 1947 to this court for adjudication. The reference is :

"Whether the action of the management of United Stevedores Association, Cochin to retire Shri T. P. Valson, Foreman on superannuation w.e.f. 31.8.1998 is justified and legal? If not, to what relief the disputant concerned is entitled?"

2. Though notices were issued to both sides, management alone entered appearance. Two registered notices and another notice under certificate of posting were issued to the union. But nobody turned up on behalf of the union. Hence it has to be presumed that there is no existing dispute. Therefore the action of management of United Stevedores Association, Cochin to retire Shri T. P. Valson, Foreman on superannuation w.e.f. 31.8.1998 is to be held as justified. The award is passed accordingly.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 20th day of July, 2006.

P. L. NORBERT, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3555.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल इण्डिया लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण गुवाहाटी के पंचाट (संदर्भ संख्या 3(सी) ऑफ 2002) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 4-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/13/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3(C) of 2002) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil India Ltd. and their workman, received by the Central Government on 4-8-2006.

[No. L-30025/13/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM

Reference No. 3(C) of 2002

Present : Shri B. Bora, Presiding Officer Industrial Tribunal, Guwahati.

In the matter of an application under Section 33-A

And

In the matter of an Industrial dispute between :

The President, the Oil India Pipeline Mazdoor Union, Guwahati.

V/s

1. The management of Oil India Ltd., Pipeline Division, Ghy.

2. Sri J.C. Sutradha Contractor, C/o. Oil India Ltd.

Date of Award : 20-6-2006.

AWARD

This is an application under Section 33-A of the Industrial Dispute Act, 1947 whereby the union of Oil India Pipeline Mazdoor Union, Guwahati prayed for resume of service of workman Shri Balin Deka.

The parties present through their learned counsels. Seen the compromise petition jointly filed by the parties. Heard the learned counsels for the parties. The compromise is accepted and an award is hereby passed in terms of the settlement which is annexured "x". This reference is disposed of in terms of the compromise. The terms of the compromise will for parts of the award. The reference is accordingly finally disposed.

Given under my hand and seal of this Tribunal on this 20th June, 2006.

B. BORA, Presiding Officer

ANNEXURE "X"

MINUTES OF MEETING BETWEEN SHRI J. C. SUTRADHAR, REGISTERED CONTRACTOR OF OIL AND THE OIL INDIA PIPELINE MAZDOOR © UNION HELD ON 20-6-2006 IN THE PRESENCE OF THE MANAGEMENT OF OIL, PIPELINE HEADQUARTERS

Present :

Contractor

1. Shri J.C. Sutradhar

Management
Representative

Representative of Oil India
Pipeline Mazdoor © Union

1. Shri L.C. Baruah,
CM(A)1. Shri Ashit Baran Sarkar,
President2. Shri A.J. Saikia, Dy.
Manager (ER)2. Shri S.D. Chouhan, General
Secretary3. Shri A.C. Kalita, Vice
President4. Shri Bipul Saikia, Vice
President5. Shri Bhupen Das, Asstt.
Secretary6. Shri J.C. Kakati, Asstt.
Secretary

7. Shri Ashok Roy, Treasurer.

Points raised by Union : Shri Bolin Deka, who was a contract labour working in accounts Department, Pipeline Headquarters under the contractor was terminated on 1-5-2001 for certain misconduct.

Now the case No. 3(c)/2002 OIPLMC Union Vs. (OIL) is in the Tribunal, Guwahati. At present Shri Deka is facing a hard financial crisis and owing to his disaster, we would like to withdraw the case subject to Shri Deka can be redeployed at a suitable place of Pipeline without paying any monetary benefit of past and his redeployment will be treated as a fresh contract labour, WCL (P) in contractual work.

Contractor : Contractor will redeploy Shri Bolin Deka, subject to no objection from oil, Pipeline Headquarters and further subject to withdrawal of the case No. 3(c)/2002 [OIPLM © Union Vs. OIL] within 15 days from the date of signing this minutes. However, the validity of this minutes will not exist, if the case is not withdrawn before 15 days. Neither any monetary, seniority status will be extended/ counted directly or indirectly for the period of pendency of the case nor any other benefits will demand in any point of time in future by the union or Shri Bolin Deka.

Management (Pipeline Headquarters): Management will have no objection if Shri Bolin Deka is redeployed by

contractor subject to undertaking given to contractor that he will not commit any misconduct in future.

Signed this minutes on 20th June, 2006

Contractor	Representing the Management of OIL (PHQ)	OIPLM (©) UNION Sd/- (Illegible)
	Sd/- (Illegible)	Sd/- (Illegible)
		Sd/- (Illegible)
		Sd/- (Illegible)
		Sd/- (Illegible)
		Sd/- (Illegible)
		Sd/- (Illegible)
		Sd/- (Illegible)

19th June, 06

Shri J.C. Sutradhar
Registered Contractor
Oil Gate No. 2
Guwahati-781026

Sub : Undertaking

I would like to inform you that at present I am facing a hard financial crises and owing to my disaster I have requested to Oil India Pipeline Majdoor Union (C) to withdraw the case No. 3(C)/2002 (Bolin Deka Vs. (OIL) which is in tribunal at the earliest and also request you to redeploy me in contractual work in Pipeline Headquarters without paying any monetary benefit of past.

I assure you that I will not commit any misconduct in future.

(Bolin Deka)

1 No. Madgharia, Patharquarry
Guwahati-26

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3556.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-I के पंचाट (संदर्भ संख्या 8/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-8-2006 को प्राप्त हुआ था।

[सं. एल-11012/22/97 आई आर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/1998) of the Central Government Industrial Tribunal/Labour Court, Mumbai-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 07-08-2006.

[No. L-11012/22/97-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT : Justice Ghanshyam Dass,
Presiding Officer

REFERENCE NO. CGIT-8 of 1998

Parties : Employers in relation to the management of
Air India

AND

Their workmen

APPEARANCES :

For the Management : Mr. Lancy D'Souza, Adv.

For the workman : Mr. M.B. Anchan, Adv.

State : Maharashtra
Mumbai, dated the 25th day of July 2006

AWARD

1. This is a reference made by Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act 1947 (the Act for short). *Vide* Government of India, Ministry of Labour, New Delhi., Urdur No. L-11012/22/97-1R. (Coal-I) dated 10-3-1998. The terms of reference given in the schedule are as follows :

“Whether the action of the Management of Air India Ltd. in terminating Mr. R.B. Dhonde, St. No. 86524, Ex-casual labour w.e.f. 26-12-1994 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. The workman filed his Statement of claim dated 08-2-1999 and contended that he had joined the services of the Air India Ltd. in the Ground service department as a casual labourer on 05-10-1989. Since then, he was working continuously in the said department till he fell sick w.e.f. 1st Nov., 1994 as he suffered from enteric fever. He proceeded on leave after due information to the Duty Officer. When he became fit, he approached the Duty Officer on 26-12-1994 but he was not allowed to join the duty. He approached the Director (HRD) but he too showed his helplessness and at last, he was not allowed to resume

duty. In this manner his services were terminated. It is alleged that he had put in more than 240 days attendance in the preceding year of termination of service. He should be deemed to have been regularized and his termination amounts to retrenchment since the provisions of Section 25-F of the Industrial Dispute Act has not been followed. His termination is illegal and he is entitled to be reinstated with full back wages. It is also alleged that he had submitted the medical certificate from Dr. Kothavale on 26-12-1994 to the Duty Officer but he was not allowed to resume duty. The termination without holding any enquiry and following due provisions of the Act is illegal.

3. The Air India filed the written statement dt. 22-9-1999 and refuted the allegations made by the workman in his statement of claim. It is alleged that the workman was employed as a casual labourer intermittently as and when required for various durations and lastly he was employed in Cabin Catering Division Inflight Service Department for a fixed term from 26-10-94 till 28-12-1994. Since the workman stopped reporting for work from 1st Nov., 1994 without any intimation or communication, he thereby relinquished his assignment of casual labour and hence he was not allowed to join his duties after 28-12-1994. It is false to allege that the workman submitted any medical certificate to the Duty Officer on 26-12-1994. He could not claim any reinstatement since he did not work for 240 days in the preceding year or in any year. The date of joining of the workman as on 05-10-1989 was also disputed. It is further specifically submitted that in view of the order dt. 14-2-1992 passed by the Honourable High Court of Bombay in Writ Petition No.99 of 1992 certain casual labourers including the workman had been called to report to the Recruitment Division on 06-4-1995 for completion of pre-employment medical examination and other formalities but the workman did not report to the aforesaid recruitment division and hence the Company had to close down the case of the workman. The provision of Section 25-F of the Act are not applicable to the case of the workman and hence his termination cannot be said to be illegal nor he is entitled to any reinstatement or any other relief.

4. On the pleadings of the parties the following issues were framed on 30-11-2002 by the learned predecessor in office:

1. Whether the workman involved in the dispute was retrenched from his employment on 26-12-1994 within the meaning of Section 2(oo) of the Industrial Disputes Act 1947?
2. Whether the workman can claim protection of Section 25-F of the Industrial Disputes Act, 1947 on the ground that he was retrenched without following the mandatory provisions of that section?
3. What relief, if any, to which the workman is entitled?

FINDINGS:**Issue No. 1 and 2 :**

The workman filed his own affidavit in lieu of his examination in chief. He has been cross-examined by the learned counsel for the Air India wherein he admitted that he was lastly engaged as Casual labour from 26-10-1994 to 28-12-1994. He cannot say whether he had visited office of the Company between 1st Nov 1994 to 26-12-1994. He did not remember the date when he went to the office for the first time after 1st Nov., 1994. He denied that the medical certificate produced by him was false. He had given the copy of the letter dt. 31-3-1995 to the office but he does not have any proof of that. He does not have any documentary evidence when he approached the Director, HRD. He further admitted that he worked for 17 days only in the month of October 1994. He denied the suggestion that he did not work for more than 240 days in the year 1994. He further admitted that he did not attend the examination held on 06th April 1995 for pre-employment medical because he was not well. He had not filed any medical certificate to show that he was sick on 06th April 1995.

5. The workman has filed ten documents as per list dt. 09-5-2002.

6. The Air India has not led any evidence.

7. I have heard the learned counsel for the parties and gone through the written submissions made by them. The record as a whole has been perused. Admittedly, the workman was employed as a casual labourer. Admittedly, he remained absent w.e.f. 1st Nov, 1994 till 26th December, 1994. The medical certificate filed by the workman which has been obtained by him from a private Doctor is dt. 26-12-1994. Thus, it is clear that there was no reason for the workman to attend the office during the period from 01-11-1994 to 26-12-1994. The medical certificate cannot be relied upon unless it has been proved by the Doctor who issued it. Admittedly, it has not been issued by the Doctor of the Air India. No reliable evidence is available on record to show that the workman actually joined the duties for the first time on 05-10-1989. Since this date is disputed by the Air India, the workman was required to prove it to show his continuous employment. No reliable evidence is available on record to show the continuous employment of the workman from October 1989 till 31-10-1994. No reliable evidence is available on record that the workman worked for more than 240 days in any of the preceding year before 1st Nov, 1994. The burden was upon the workman to prove his continuous employment and at last for a period of 240 days in a year to attract the provision of Section 25-F or Section 2(oo) of the Industrial Dispute Act. In this view of the matter, the workman cannot be said to have been terminated illegally nor he cannot claim any retrenchment

compensation nor he could claim for any reinstatement or re-absorption in the service.

8. The workman was given protection of service by the Honourable High Court vide writ petition No. 99 of 1992 and the Air India duly followed the procedure to comply with that direction. The Air India admittedly issued the notice to the casual labourer for completing due formalities by the Recruitment Division for which 06-4-1995 was fixed. It was surprising that the workman admittedly did not attend the recruitment division on 06-4-1995. An excuse is being taken up before this Tribunal that he could not attend the recruitment division on 06-4-1995 since he was sick. It is surprising that no evidence whatsoever in the form of any medical certificate is being filed on record to show that he was actually sick on the aforesaid date. It was never intimated to the Air India that he could not attend the recruitment division on 06-4-1995 on the ground of sickness. In this back ground, the workman lost his case and Air India cannot be put to blame for non-fulfillment of the direction of the Honourable High Court of Bombay in Writ petition No. 99 of 1992. The last employment of the workman was admittedly for a fixed period from 26-10-94 to 28-12-1994 as admitted by him in his cross-examination. During this period, the workman did not attend to the duties admittedly from 1st Nov, 1994 till 28-12-1994. In these back ground, he lost his case and cannot claim any benefit out of non-compliance of the provisions of the Industrial Dispute Act. The workman was simply a casual labour and in view of the foregoing discussions he could not claim any benefit for non-compliance of Section 25-F of the Act as the provisions of Section 2(oo) of the Act are not applicable.

9. In view of the aforesaid discussion I conclude that the workman was not retrenched within the meaning of Section 2(oo) and he could not claim the benefit of provisions of section 25-F of the Industrial disputes Act.

ISSUE NO. 3 : In view of my findings on Issue No. 1 and 2 the workman is not entitled to any relief on the fact of it. However, keeping in mind the humanitarian touch of the matter and mercy appeal put forth by the learned counsel for the workman during the course of his argument, I order in the interest of justice that the Air India makes it convenient to offer one opportunity as and when the opportunity arises for it, to the workman for completion of pre-employment medical examination and other formalities to comply with the order of the Honourable High Court of Bombay in writ petition No. 99 of 1992.

11. The Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 7 अगस्त 2006

का.आ. 3557.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 160/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006 आई आर(विविध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 7th August, 2006

S.O. 3557.—In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 160/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT OF
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD**

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 160/04 In Reference No. C. G. I. T. A.
No. 201/04

(Old Com. No. 114/03 In Reference (I. T. C.) No. 120/99)

M. L. Parmar

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehradun-248003

...Opponent

APPEARANCES

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service In one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, he workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of EX. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Date : 23-08-05
Ahmedabad.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 159/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006 आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3558.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 159/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 159/04 In Reference No. C. G. I. T. A.
No. 201/04
(Old Com. No. 113/03 in Reference (I. T. C.) No. 120/99)
S. M. Makvana
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003

...Opponent

APPEARANCE

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service In one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present

complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Ahmedabad.

Date : 23-8-05

नई दिल्ली, 7 अगस्त 2006

का.आ. 3559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 158/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 158/04)

of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 158/04 In Reference No. C. G. I. T. A. No. 201/04

(Old Com. No. 112/03 in Reference (I. T. C.) No. 120/99)

T. J. Makhija

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehradun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union

through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of EX. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to

cost.

Ahmedabad.

B. I. KAZI, Presiding Officer

Date : 23-08-05

नई दिल्ली, 7 अगस्त 2006

का.आ. 3560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 157/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006 आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 157/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute employers in relation to the management of O. N. G. C., and their workman, received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T A. No. 157/04 In Reference No. C. G. I. T. A.
No. 201/04
(Old Com. No. 111/03 in Reference (I. T. C.) No. 120/99)

D. S. Parmar
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002, ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehradun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Disputes Act, Praying that the opponent shall not change time bound promotion

policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to

say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

B. I. KAZI, Presiding Officer

Date: 23-08-05

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 155/04) को प्रस्तुत करती है, जो केन्द्रीय सरकार को 4-8-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(बिबिच)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 4-8-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD**

PRESENT:

Shri B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 155/04 In Reference No. C. G. I. T. A.
No. 201/04

(Old Com No. 109/03 in Reference (I. T. C.) No. 120/99)

P. B. Vaghela

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahešana -384 002,

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd, Telbhavan,

Dehrandun-248003

...Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-5-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to

desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

B. I. KAZI, Presiding Officer

Date : 23-8-2005

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3562.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 156/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3562.— In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 156/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT AHMEDABAD**

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 156/04 In Reference No. C. G. I. T. A. No. 201/04

(Old Com. No. 110/03 in Reference (I. T. C.) No. 120/99)

Tilokram

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002,

—Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003

—Opponent

APPEARANCES

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition.

Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, he workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Sections 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of EX. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Date: 23-08-05
Ahmedabad.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 153/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3563.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer
Com C. G. I. T. A. No. 153/04 In Reference No. C. G. I. T. A.
No. 201/04

(Old Com. No. 107/03 in Reference (I. T. C.) No. 120/99)

R. R. Parikh

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahsana -384 002,

—Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003

—Opponent

APPEARANCE

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, Praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service In one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/104 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, he workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party-to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has

not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 23-08-05

Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 154/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 154/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 154/04 in Reference No. C. G. I. T.

A. No. 201/04

[Old Com. No. 108/03 in Reference (I. T. C.) No. 120/99]

S. B. Rathva

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana-384 002,

...Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehradun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T. A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of electrical category workman who are involved in the reference. As

per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through Conciliation Officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference No. 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension - assumption. The subject-matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking

to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

B. I. KAZI, Presiding Officer

Date: 23-08-05

Ahmedabad.

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 116/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 116/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C., and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT :

Shri B. I. Kazi (B. Sc., L. L. M.), Presiding Officer

Com. C. G. I. T. A. No. 116/04 in Reference No. C. G. I. T. A. No. 201/04

[Old Com. No. 70/03 in Reference (I. T. C.) No. 120/99]

B. R. Patel,

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana - 384 002,

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd., Telbhavan,
Dehradun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
 Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are

not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 17-5-05
 Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 115/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]
 बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 115/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation

management of O. N. G. C. and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR (M)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT AHMEDABAD**

PRESENT:

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer
Com. C. G. I. T. A. No. 115/04 in Reference No. C. G. I. T.
A. No. 201/04

[Old Com. No. 69/03 in Reference (I. T. C.) No. 120/99]

P.K. Sonara
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002 ...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003 ...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla
Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(I)2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and

Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change of any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date : 17-5-05
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 114/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-30025/10/2006-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 7th August, 2006

S.O. 3567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 04-08-2006.

[No. L-30025/10/2006-IR (B-II)]

B. M. DAVID, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT AT AHMEDABAD**

PRESENT:

SHRI B. I. KAZI (B. Sc., L. L. M.), Presiding Officer

Com C. G. I. T. A. No. 114/04, In Reference No. C. G. I. T. A. No. 201/04

(Old Com. No. 68/03 in Reference (I. T. C.) No. 120/99)

G. S. Malik

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana -384 002

...Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003

...Opponent

APPEARANCES:

Complainant : Shri R.C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy,

in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R & P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R & P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R & P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50/(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule- IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service conditions till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the written statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension—assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management call recognized unions and ASTD for the discussion for changing the R & P regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention

of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R & P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Date: 17-5-05
Ahmedabad.

B. I. KAZI, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 121/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-08-2006 को प्राप्त हुआ था।

[सं. एल-12012/141/2001-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3568.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 121/04) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 07-08-2006.

[No. L-12012/141/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRI KANT SHUKLA, Presiding Officer

I.D. 121/2004(137/2001)

Ref. No. L-12012/141/2001-IR(B-I) Dt. 30-8-2001

Between

Brijesh Kumar S/o Late Devki Nandan Sharma,
Village-Khadama, Post, Umri, Distt.-Bijanaur

AND

The Dy. General Manager, State Bank of India
Region-II, Zonal Office, Civil Lines,
Bareilly, (U.P.) 243001

AWARD

Government of India, Ministry of Labour vide their order No. L-12012/141/2001-IR(B-I) dated 30-8-2001 referred the dispute of Brijesh Kumar for adjudication on following issues:

क्या प्रबंधन स्टेट बैंक आफ इंडिया आंचलिक कार्यालय सिविल लाइन्स बरेली द्वारा श्री बृजेश कुमार पुत्र श्री देवकी नन्दन शर्मा भू.पू. जोन/कैन्टीन ब्याय को दिनांक 9-3-2000 से नौकरी से निकाला जाना उचित तथा न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष का अधिकारी है?

The case of Brijesh Kumar the worker in brief is that Brijesh Kumar was appointed in Dec. 1994 by the then Branch Manager, SBI, Noorpur branch Sri P.K. Agarwal as Peon and he was assigned the worker under Local Implementation Committee. The State Bank of India, Noorpur branch Distt. Bijanaur which shall hereinafter called as bank employed Brijesh Kumar as Peom-cum-Canteen Boy. It has been alleged that the workman Brijesh Kumar who, shall be hereinafter called as workman was employed for canteen work as well as allied work of office. The workman was engaged in carrying registers keeping files and making them available to the employees and officers of the bank. The worker has also alleged that he was asked to file documents and segregate the papers etc. The worker has alleged that Local Implementation Committee is part and partial of the bank and its control is being exercised by Noorpur branch of the bank. The worker has further alleged that he worked upto 8-3-2000 & on 9-3-2000 he was denied the job. The worker has alleged that he never received any charge sheet and no explanation was called from him. He further alleges that case of worker is covered under retrenchment but the bank has not complied with the provision of retrenchment as it has not given any notice or notice pay or retrenchment compensation. The allegations of the workman is that in his place another person is engaged in the job and accordingly the worker prayed that the order of termination of service is illegal and unjustified and therefore he should be reinstated with back wages and continuity in service.

The opposite party i.e. State Bank of India has filed the written statement where in the bank has denied the appointment of the worker in the bank and instead bank has alleged that the applicant at no point of time was engaged by the bank rather he was engaged as Canteen Boy by LIC which shall hereinafter called as Local Implementation Committee. The bank has further stated that for the welfare of staff there is Local Implementation Committee for staff welfare which is absolutely independent

to the bank establishment. The said committee as per welfare scheme look after the arrangement for running of the canteen for which staff of the branch facilitated and entertained on their own costs. The bank has nothing to do the functioning of the canteen. It has wholly being operated and functioned in its own way and quite independently to that of the bank's Establishment. The canteen run by Local Implementation Committee is not statutory. It is denied that the workman was ever appointed as messenger or peon or on any other post of subordinate services with the establishment of the Bank, the bank has not paid any salary as such. Therefore the question of appointing the worker as claimed by him does not arise. It is therefore requested the claim of worker be rejected outright.

In the present case ex-parte award was passed on 25-4-2003 later on it was restored and registered on 15-12-04 and 3-1-05 was fixed for filing rejoinder by the workman but the workman did not file rejoinder on 3-1-05 or subsequent date i.e. 18-1-05. Worker even did not turned up on the subsequent dates of evidence and on 31-10-05 the court passed a order for ex-parte against the workman.

Opposite party did not examine any evidence thereafter it is pertinent to mention here that before passing the ex-parte award against the workman the opposite party did examine Sri Devraj Singh, Branch Manager, State Bank of India, Noorpur.

The facts and circumstances has not changed after the passing of ex-party award dt. 25-4-03.

None has turned up from either side today for forwarding their argument. I proceed to pass the award on the basis of records available on the file. For the effective adjudication of the dispute referred following additional issues have been framed on 8-4-03.

1. Whether the workman Brijesh Kumar was appointed by Branch Manager, Sri P. K. Agarwal in Dec., 94 as alleged in statement of claim in para 3 & 4.
2. Whether the workman worked with the bank till March, 2000 as alleged by the workman in his statement of claim.
3. Whether Brijesh Kumar worked as canteen boy under Local Implementation Committee in the compound of Noorpur branch from the year 1994 to year 2000 and as such he is not employee of the bank as alleged in the Written statement.
4. Whether Brijesh Kumar was terminated from services on 9-3-2000.
5. Whether the termination was justified.
6. Whether Brijesh Kumar is entitled to any relief.

Issue No. 1,2 are taken together as burden of proving of those facts on which issues were framed is on the workman.

Issue No. 1 & 2

Whether the workman Brijesh Kumar was appointed by the Branch Manager in Dec., 1994 as alleged in the statement of claim in para 3 & 4.

Whether the workman worked with the bank till March, 2000 as alleged by the workman in his statement of claim.

The worker has failed to prove that he was appointed by the Branch Manager as peon/canteen boy. No specific date has been mentioned by the workman in the statement of claim itself as to what date he was appointed. On the other hand the management has proved by oral evidence that the worker was not employee of the bank.

Although the workman has alleged in the statement of claim that he was appointed in Dec., 1994 and worked upto 8-3-2000. The worker has also failed to prove that his services were terminated on 9-3-2000 and therefore issue No. 1, 2 are decided in negative.

Issue No. 3

Whether Brijesh Kumar worked as Canteen Boy under Local Implementation Committee in the compound of Noorpur branch from 1994 to 2000 and is not employee on the bank as alleged in the written statement.

MW Sri Dev Raj Singh Branch Manager has stated on oath that there are Local Implementation Committee at branch level for the welfare of its employees which is run by the unit of the Bank. The Branch Manager has stated on oath that the payment to the employees of the Local Implementation Committee is not made by the establishment of the Bank. Witness has stated that the Local Implementation Committee is independent of the bank and bank has got nothing to say with the working of the Local Implementation Committee.

The management witness has denied that the worker was engaged in bank or allied work of the bank.

Learned counsel for the bank Sri D. P. Dewedi argued that the employees of the Local Implementation Committee has nothing to do with the State Bank of India and matter was once taken in the Supreme Court and the Hon'ble Supreme Court has ruled that the employees of the canteen run by the the Local Implementation Committee cannot claim to be absorbed as employee. Learned counsel as cited AIR Supreme Court page 1518 State Bank of India Vs State Bank of India. Canteen Employees Union and others.

I have gone through the said case. It was held that employees of canteen which are run at various branches by Local Implementation Committee as per the welfare scheme framed by the State Bank of India would not be employees of the bank as bank is not having statutory or contractual obligation or obligation arising under the award to run such canteen.

It has also been held that there is no obligation statutory or otherwise to run the canteen by the bank. The scheme as stated only provides for grant of subsidy, for running of the canteen, if some more cost is required in running canteen, the number of staff working in that particular branch are required to bear it. The bank is not employing the canteen worker. The bank is not supervising or controlling the work or the details regarding the canteen or its employees appointed by the Local Impelementation Committee. Bank is not taking any disciplinary action or directing any employee to do a particular work for that purpose no scheme is laid down by the bank. Not only this other more important aspect is "the recruitment" by the bank is to be made by the statutory rules framed by it after giving proper advertisement, test, and/or interview. As against this for appointing canteen employees there are no rules framed by the bank. The clause which provides that canteen should run on "no profit no loss basis" also makes it clear that the subsidy provided is only to the extent of the funds made available and that concerned members of the Local Impelementation Committee would ensure that article are purchased on cash payments and no liability is incurred from any source. It is nothing to do running canteen by the bank.

Learned counsel for the bank argued that the workman has not alleged that he has been recruited through any advertisement or any interview. He has also stated recruiting authority of the peon is Regional Manager of the bank and the worker is not claiming himself to be appointed by the competent authority of the bank and therefore it cannot be held that the worker is employee of the bank. On the basis of the case and evidence adduce by the bank, I come to the conclusion that the workman is not employee of the bank as alleged by him, rather he appears to be a canteen boy who worked under the Local Impelementation Committee. Issue No. 3 therefore is decided affirmatively in favour of the bank.

Issue No. 4

Whether Brijesh Kumar was terminated from services on 9-3-2000.

It was the assertion of the worker in the statement of claim his services is terminated on 9-3-2000 though he has not been able to prove it though the burden was on him. Since the worker was not employee of the State Bank of India as has been proved by the MW, therefore there is no question of termination as alleged by the worker. Issue No. 4 therefore decided in negative against the workman.

Issue No. 5

Whether the termination was justified.

From the discussion above and the evidence on record I come to the conclusion that since the workman Brijesh Kumar not employee of the State Bank of India, Noorpur Branch, Bijnore, U.P. and there is no question of

his termination. Issue No. 5 is accordingly decided against the workman.

Issue No. 6

Whether the Brijesh Kumar is entitled to any relief. Discussion above I come to the conclusion that the Brijesh Kumar has not been able to prove that he was appointed by the bank to carry out work of the bank therefore he is not entitled to the relief claimed.

The question referred to the tribunal was whether the termination of the worker on 9-3-2000 was justified and valied to this reply is that worker has not been able to prove that he was a employee of the bank or he was appointed by the competent authority of the bank and therefore the question of termination does not arise and as such the worker is not entitled to any relief.

ORDER

The workman is not appointed by the State Bank of India, Noorpur Branch, Bijnore, U. P. and therefore there is no question of his termination and therefore the worker is not entitled to any relief.

3-8-2006 SHRIKANT SHUKLA, Presiding Officer
Luchnow

नई दिल्ली, 7 अगस्त 2006

का.आ. 3569.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 7/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-22012/2/2003-आई आर(सी-II)]
अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3569.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Wani North Area of Western Coalfields Ltd., Junad Open Cast Area of Western Coalfields and their workman, received by the Central Government on 03-08-2006.

[No. L-22012/2/2003-IR(C-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE
BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. 07/2004 Date 26-7-2006

The General Manager, Wani North Area of W.C.L.,
 Tah. Wani, Dist. Yavatmal.

The Sub Area Manager, Junad Open Cast Sub Area of
 WCL, Tah. Wani, Distt. Yavatmal.

Versus

Shri J. N. Pandey, President, Koyla Shramik Sabha
 (HMS), Ward No. 9, Tilak Nagar, Wani, Yavatmal.

AWARD

The Central Government after satisfying the existence of disputes between Shri J. N. Pandey, President, Koyla Shramik Sabha (HMS), Party no. 2 and Wani North Area of WCL, Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-22012/2/2003-IR(C-II) dt. 23-12-2003 under clause D of the sub section 1 and sub section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management in relation to Wani North of WCL in treating 21-9-1994 instead of 21-9-1992 as the date of appointment of Shri P. C. Potduke, Asstt. Foreman-Trainee is legal and justified? If not, to what relief the workman is entitled?”

Despite of the notices neither the applicant, petitioner, Party No. 2 nor the respondent, Party No. 1 has filed any Statement of Claim or Written Statement. They did not bother even to attend the Tribunal. It seems that nobody is taking interest. There are no reasons to continue the claim keeping as pending. Hence it is disposed of for default of the petitioner. Hence the award. The dispute stands as dismissed for want of prosecution.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अगस्त 2006

का.आ 3570.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्लू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 8/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-22012/1/2003-आई आर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3570.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Wani North Area of Western Coalfields Ltd., Junad Open Cast Area of Western

Coalfields and their workman, received by the Central Government on 03-08-2006.

[No. L-22012/1/2003-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE
BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. 08/2004 Date 26-7-2006

The General Manager, Wani North Area of W.C.L.,
 Tah. Wani, Distt. Yavatmal.

The Sub Area Manager, Junad Open Cast Sub Area of
 WCL, Tah. Wani, Distt. Yavatmal.

Versus

Shri J. N. Pandey, President, Koyla Shramik Sabha
 (HMS), Ward No. 9, Tilak Nagar, Wani, Yavatmal.

AWARD

The Central Government after satisfying the existence of disputes between Shri J. N. Pandey, President, Koyla Shramik Sabha (HMS), Party no. 2 and Wani North Area of WCL, Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-22012/1/2003-IR(C-II) dt. 23-12-2003 under clause D of the sub section 1 and sub section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management in relation to Wani North of WCL in treating 15-12-1998 as the date of appointment of Shri Ravin Girish Bele, Krishnakumar Sitaram kurrewar, Akash Tikamdas Sonalkar, Dhanraj Talsiram Taksande instead of 24-07-1996 is legal and justified? If not, to what relief the workman is entitled?”

Despite of the notices neither the applicant, petitioner, Party No. 2 nor the respondent, Party No. 1 has filed any Statement of Claim or Written Statement. They did not bother even to attend the Tribunal. It seems that nobody is taking interest. There are no reasons to continue the claim keeping as pending. Hence it is disposed of for default of the petitioner. Hence the award. The dispute stands as dismissed for want of prosecution.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अगस्त 2006

का.आ. 3571.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्लू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 12/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-22012/90/2003-आई आर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3571.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Ukni Sub Area (Wani North Area) of WCL, and their workman, received by the Central Government on 03-08-2006.

[No. L-22012/90/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer.

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. 12/2004 Date 26-7-2006

The Sub Area Manager, Ukni Sub Area (Wani North Area) of WCL, Post. Ukni, Tah. Wani, Dist. Yavatmal.

Versus

Shri Vinod Singh, President, Rashtriya Koyla Khadan Mazdoor Sangh (INTUC), Br, Ukni Open Cast, Miners Quarter No. 245, PO. Bhallar, Tah. Wani, Distt-Yavatmal.

AWARD

The Central Government after satisfying the existence of disputes between Shri Vinod Singh, President, Rashtriya Koyla Khadan Mazdoor Sangh (INTUC), Party no. 2 and Ukni Sub Area (Wani North Area) of WCL, Party no. 1 referred the same for adjudication to this Tribunal vide its letter No. L-22012/90/2003-IR(C-II) dt. 04-02-2004 under clause D of the sub section 1 and sub section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management in relation to Ukni Sub Area (Wani North Area) of Western Coalfields Ltd. in denying regularization as Clerk Gr. III to Shri Manon Laxman Gohokar, General Mazdoor, Pimpalgaon Sub Area on completion of 240 days as Clerk Gr. III w.e.f. 11-2-1999 is legal and justified? If not, to what relief the workman is entitled?”

Despite of the notices neither the applicant, petitioner, Party No. 2 nor the respondent, Party No. 1 has filed any Statement of Claim or Written Statement. They did not bother even to attend the Tribunal. It seems that nobody is taking interest. There are no reasons to continue the claim keeping as pending. Hence it is disposed of for default of the petitioner. Hence the award. The dispute stands as dismissed for want of prosecution.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अगस्त 2006

का.आ. 3572.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 91/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-08-2006 को प्राप्त हुआ था।

[सं. एल-22012/283/1998-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3572.— In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 91/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of WCL and their workman, received by the Central Government on 03-08-2006.

[No. L-22012/283/1998-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR**

PRESENT:

SHRI A. N. YADAV, Presiding Officer

Case No. 91/2002 Date 25-07-2006

The Chairman-cum-Managing Director, W.C.L., Coal Estate, Civil Lines, Nagpur.

Versus

Shri Deputy General Secretary, Indian National Mines Overman Sirdar and Shot Firers Assn., B-65, Ramnagar, PO. Ghugus Colliery, Chandrapur.

AWARD

The Central Government after satisfying the existence of disputes between shri the employers in relation to the Management of Chairman-cum-Managing Director, WCL, Party No. 1 and their union, Party No. 2, referred the same vide order No. L-22012/283/98-IR(C-II) dt. 27-5-1999 for adjudication to this Tribunal under clause (d) of sub section (1) and sub section (2A) of Section 10 of ID Act with the following schedule.

“Whether the action of the management of WCL, Coal Estate, Civil Lines, Nagpur-440001 in not giving promotion of Fifteen percent posts of Mining Sirdar in T & S Gr. C to Production-cum-Safety Asstt. In T & S Gr. B and from Production-cum-Safety Asstt. T & S Gr. B to Sr. Production-cum-Safety Asstt. In T & S Gr. A as per records note of discussions held on 23-12-92 between the management of Coal India Ltd. and INMOSSA at Calcutta is legal and justified? If not, to what relief the workman is entitled and from which date?”

The dispute was filed before CGIT, Jabalpur however later on consequent of establishment of this Tribunal it was transferred to this Tribunal. It seems that in response to the notice the counsel for the management has filed

Vakalatnama however nobody appears for the petitioner despite of the notices. It seems that nobody is taking interest neither a statement of claim nor written statement on behalf of the respondent is filed. They are no reasons to continue the claim keeping as pending. Hence it is disposed of for default of the petitioner. Hence the award that the dispute stands as dismissed for want of prosecution.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 27/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-42012/189/1987-(डी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 3-8-2006.

[No. L-42012/189/1987-(D-II)]

AJAY KUMAR GAUR, Desk Officer.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR**

PRESENT : Shri A. N. YADAV, Presiding Officer

Case No. 27/2001 Date 25-7-2006

The District Manager, F. C. I., Ajni, Nagpur

Versus

Shri C. K. Kamble, Vaishali Nagar, Gandhi Ward, Warthi
(Bhandara).

AWARD

The Central Government after satisfying the existence of disputes between Shri C. K. Kamble, Party No. 2 and the District Manager, F.C.I., Ajni, Nagpur Party No. 1 referred the same for adjudication vide order No. L-42012/189/87-D-II dtd. 19-9-1988 to this Tribunal under clause (d) sub-section (1) and sub-section (2A) of Section 10 of ID Act, 1947 with the following schedule.

"Whether the action of the Zonal Manager (W), Food Corporation of India, Bombay justified in removing Shri C. K. Kamble, AGI vide his order dtd. 11-3-1986? If not, to what relief the workman concerned is entitled to?"

In response to the notices, both the parties appeared and filed their Statement of Claim and a reply by the management, FCI. Subsequently before the CGIT, Jabalpur even the evidence of petitioner was recorded. Consequent upon establishment of this Tribunal, the dispute was transferred to CGIT, Nagpur and it was pending before this Tribunal. The above matter i.e. dispute came for hearing before this Tribunal on 9-6-2006. The counsel for the Respondent, Party No. 1 filed an application along with a death certificate informing that the claim has been abated and it should be disposed of. It seems that nobody was attending the Tribunal for considerable long time because the applicant, petitioner seems to have expired on 14-11-2004. The Respondent has filed an application requesting to dismiss the claim.

Since nobody was appearing for the petitioner nor he himself was present indicates that nobody is interested in continuing the matter even the counsel for the respondent has requested to dismiss the claim, hence the claim is disposed of as abated because nobody has even made effort of bringing the legal heirs on record. Hence the claim is disposed of. It stands dismissed as abated. Hence this Award.

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3574.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण असनसोल के पंचाट (संदर्भ संख्या 37/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-22012/269/2003-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 37/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Haripur Colliery, Kenda Area, M/s. ECL, and their workmen, received by the Central Government on 3-8-2006.

[No. L-22012/269/2003-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL

PRESENT :

SHRI Md. SARFARAZ KHAN, Presiding Officer

Reference No. 37 of 2004

PARTIES : The Agent, Haripur Colliery of M/s. ECL,
 Haripur, Burdwan.

Versus

The joint General Secretary, Ukhra Colliery
 Mazdoor Union (INTUC), Ukhra, Burdwan.

REPRESENTATIVES:

For the management : Sri P. K. Das, Advocate.

For the Union : None
 (Workman)

Industry : Coal State : West Bengal

Dated the 16-6-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour *vide* its letter No. L-22012/269/2003-IR(C-II) dated 23-6-2004 has been pleased to refer the following dispute for adjudication by this tribunal.

SCHEDULE

“Whether the action of the management of Haripur Colliery of M/s. Eastern Coalfields Limited in denying regularization as Haulage Operator, Car-V including payment of difference of wages with retrospective effect to Sh. Asir Mia, P. R. Mason is legal and justified? If not, to what relief the workman is entitled to?”

Having received the Order No. L-22012/269/2003IR-(C-II) dated 23-06-2004 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 37 of 2004 was registered on 5-7-2004 and accordingly an order was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the scheduled date and file their written statements along with the documents and list of witnesses in support of their claims. Pursuant to the said order notices were issued to the parties concerned through the registered post.

From perusal of the record it transpires that Shri P.K. Das, Advocate appeared on behalf of the management along with the duly authorized letter of authority which was kept on the record. It is further clear from the record that the Acknowledgement due card after proper and due service of the notices was received back in the court. The A/D itself is the legal and sufficient proof of the service of the notices to the union. The endorsement after receipt of the

notices made by the union is sufficient to conclude that the union got the notice about the pendency of the dispute raised by the union. It is further clear from the record that several adjournments were given in between the dates 1-10-2004 to 16-6-2006 to the union to appear in court and to take suitable step on its behalf but to no effect. These all facts and circumstance go to show that the union has got no interest and does not want to proceed with the reference any further. In such circumstance it is not proper and advisable to keep the record pending any more as no useful purpose is to be served. Accordingly it is hereby

ORDERED

that let a “No Dispute Award” be and the same is passed. Send the copies of the award to the Ministry of Labour, Govt. of India, New Delhi for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (संदर्भ संख्या 45/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-22012/306/2003-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Chinakuri 3 Pits Colliery, Eastern Coalfields Ltd. and their workmen, received by the Central Government on 3-8-2006.

[No. L-22012/306/2003-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, ASANSOL

PRESENT :

Shri Md. SARFARAZ KHAN, Presiding Officer

Case No. 45 of 2004

PARTIES : The Agent, Chinakuri 3 Pits Colliery of
 M/s. ECL, Sundarchak, Burdwan.

Versus

The Chief Organising Secretary, Koyala
 Mazdoor Congress, Asansol, Burdwan.

REPRESENTATIVES:

For the management : Sri P. K. Das, Advocate.
 For the union : Sri S. K. Pandey, Chief Org.
 (Workman) Secretary, Koyala Mazdoor
 Congress, Asansol.

Industry: Coal : State : West Bengal

Dated the 24-5-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/306/2003-IR(C-II) dated 29-06-2004 has been pleased to refer the following dispute for adjudication by this tribunal :

SCHEDULE

“Whether the action of the management of M/s. ECL in denying the subsequential benefits to Sh. Dwarika Yadav with the change of pay and other allowance admissible to the job of chainman along with regularization to be effected w.e.f. 01-02-1989 to 07-03-1995 is legal and justified? If not, to what relief an individual is entitled?”

On having received the Order No. L-22012/306/2003-IR(C-II) dated 29-06-2004 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 45 of 2004 was registered on 12-07-2004 and an order was passed to issue notices to the respective parties through the registered post with a direction to appear in the court and file their written statement along with the documents and list of witnesses to be examined in support of their cases. Accordingly the notices through the registered post were issued to the parties concerned and in compliance of the same Sri Sanjay Kumar Pandey along with the letter of authority duly authorized by the Chief Organising Secretary of the Koyala Mazdoor Congress Asansol appeared and filed his written statement on behalf of the union. Likewise Sri P. K. Das, Advocate also appeared on behalf of the Management along with a letter of authority duly authorized by the competent authority of the management.

On perusal of the record it further transpires that the union left taking any step since 24-01-2004. Several directions and adjournments were granted to the union to appear and take suitable step on its behalf but to no effect. The non-taking of any step right from 24-01-2004 to 24-05-2006 by the union itself indicates that the union has lost its interest in this case, so it does not take any step on its behalf. In such a circumstance it is not advisable or proper to keep the record pending any more. As such it is hereby :

ORDERED

that let a “No Dispute Award” be and the same is passed. Let the copies of the award be sent to the Ministry of Labour, Govt. of India, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 7 अगस्त 2006

का.आ. 3576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट (संदर्भ संख्या 33/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-22012/218/2002-आई आर(सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3576.— In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of Khas Kajore Colliery of M/s Eastern Coalfields Ltd. and their workman, received by the Central Government on 4-8-2006.

[No. L-22012/218/2002-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR
 COURT, ASANSOL**

PRESENT: Shri Md. Sarfaraz Khan, Presiding Officer

Reference No. 33 of 2003

PARTIES : The Agent, Khas Kajore Colliery of M/s. ECL,
 Kajoragram, Burdwan.

Versus

The General Secretary, Koyala Mazdoor
 Congress, Asansol, Burdwan.

REPRESENTATIVES:

For the managements : Sri P. K. Das, Advocate,
 For the Union : Sri Rakesh Kumar, General
 (Workman) Secretary, Koyala Mazdoor
 Congress, Asansol.

Industry : Coal State : West Bengal

Dated the 15-6-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India

through the Ministry of Labour vide its letter No. L-22012/218/2002-IR(CM-II) dated 30-09-2003 has been pleased to refer the following dispute for adjudication by this tribunal.

SCHEDULE

“Whether the demand of the Koyala Mazdoor Congress from the management of Eastern Coalfields Ltd. Khas Kajora Colliery for payment of wages to Sh. Vijay Ram, Fitter for the suspension period from 27-8-1996 to 22-11-1996 is justified? If not, to what relief the workman is entitled?”

After having received the order No. L-22012/218/2002-IR(CM-II) dated 30-09-2003 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 33 of 2003 was registered on 20-01-2003/27-5-2004 and an order was passed to issue notices to the respective parties through the registered post directing them to appear in the court and file their written statement along with the documents and list of witnesses in support of their cases. Accordingly the notices were issued to the parties concerned and pursuant to that Sri Rakesh Kumar, General Secretary of the union appeared to represent the workman, likewise Sri P.K. Das, Advocate also appeared in the court along with the letter of authority duly authorized by the competent authority of the management.

From perusal of the record it transpires that none of the parties has filed their statement. It is further clear from the order sheets of the record that 21-12-04 at the request of both the parties 14-2-05 was the date fixed for filing their written statement but unfortunately no written statement was filed on that date from either side. The union left taking any step in this case right from 14-2-05 to 15-06-06. Several dates and adjournments were given to the union to appear and take proper step on its behalf but to no effect. These all prevailing facts go to indicate that the union has got no interest in this case and does not want to proceed with the case any further. In the facts and circumstances of the case it is not just or proper to keep the dispute pending any more as no useful purpose is to be served. As such it is hereby :

ORDERED

that let a “No Dispute Award” be and the same is passed. Send the copies of the award to the Ministry of Labour, Govt. of India, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 7 अगस्त, 2006

का.आ. 3577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,

आसनसोल के पंचाट (संदर्भ संख्या 11/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-08-2006 को प्राप्त हुआ था।

[सं. एल-22012/108/2000-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 7th August, 2006

S.O. 3577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 11/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the management of ECL and their workman, which was received by the Central Government on 04-08-2006.

[No. L-22012/108/2000-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

SHRI MD. SARFARAZ KHAN, Presiding Officer

Reference No. 11 of 2002

PARTIES : The Agent, Parbelia Colliery of M/s. ECL,
Nethuria, Purulia.

Versus

The General Secretary, West Bangal Khan
Mazdoor Sangh (UTUC), Neamatpur, Burdwan.

REPRESENTATIVES :

For the managements : None

For the union : Sri N. Ganguly, Advocate.
(Workman)

Industry : Coal State : West Bengal

Dated the 15-6-2006

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/108/2000-IR(C-II) dated 05-06-2002 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Bhamuria Unit of Parbelia Colliery under E.C.L. Ltd. in not taking into account the date of birth of Sri Gour Bouri as 28-10-1940 as per the Statutory Certificate under Mines Act and also compelling

to go no retirement on superannuation on 7-5-1996 is legal and justified? If not, to what relief the workman is entitled to?"

After having received the order No. L-22012/108/2000-IR(CM-II) dated 5-6-2002 of the aforesaid reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute referred, a reference case No. 11 of 2002 was registered on 24-6-2002/2-7-2002 and an order was passed to issue notices to the respective parties through the registered post with a directing than to appear in the court on the date fixed and file their written statement along with the documents and list of witnesses in support of their cases. Pursuant to the said notices issued Sri N. Ganguly, Advocate also appeared in the court along with the letter of authority to represent the union.

From perusal of the record it transpires that on 27-5-04 after joining of the Presiding Officer notices through the registered post were issued to the respective parties directing them to appear and take suitable step on their behalf. The notices were duly served against both the parties and they have made endorsement to that effect on the A/D which were kept on the record. Several adjournments and directions were give to the union to appear in the court but the union in spite of the receipt of the registered notice did not care to appear in the court and failed to take any step on its behalf. The regular absence of the union right from 29-6-04 to 15-6-06 itself indicates that the union has lost its interest in this case and does not want to proceed with the case. In such circumstances it is not proper and advisable to keep the record pending any more as no useful purpose is to be served. Accordingly it is hereby :

ORDERED

That let a "No Dispute Award" be and the same is passed. Send the copies of the award to the Ministry of Labour, Government of India, New Delhi for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 8 अगस्त, 2006

का.आ. 3578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोमा स्टोन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 2(सी)/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-2006 को प्राप्त हुआ था।

[सं. एल-29011/69/2004-आई आर(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 8th August, 2006

S.O. 3578.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2(C)/

2005) of the Industrial Tribunal, Patna as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Boma Stone Mines and their workman, which was received by the Central Government on 8-8-2006.

[No. L-29011/69/2004-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 2(C) of 2005

Management of M/s. Aquil Akhtar, Boma Stones, Mines, Mines-Boma Pahar, P.O. Bisanpur Vaya Pathana, Sahib Ganj (Jharkhand) and their workman represented by Talbania Branch President, CA-Malekh Akhtar, Bihar Mines & Quarry Workers Union, P.O. Barharwa, Jharkhand.

For the Management : A. Husasin.

For the Workman : Melekawar.

PRESENT : V. Ram, Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, Dated the 31st July, 2006

By adjudication order No. L-29011/69/2004-IR(M) dated 18-1-2005, the Government of India, Ministry of Labour, New Delhi has referred under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter to be referred to as "the Act"), the following dispute between the management of M/A. Aquil Akhtar, Boma Stone Mines, Mines Boma Pahar, P.O. Bisanpur Vaya Sahibganj and their workman represented by Talbania Branch President, CA-Malekh Akhtar, Bihar Mines & Quarry Worker Union, P.O. Barharwa, Jharkhand for adjudication to the Tribunal on the following :

"Whether the action of the management, M/s. Aquil Akhtar, Boma Stone Mines, P.S. Ranga, Vill. Bindubasni Road, P.O. Barharwa, Dist. Sahibganj in terminating the services of S/ Shri Lal Poria and 45 others (list enclosed) without complying Section 25F I.D. Act, 1947 is legal and or justified? If not, to what relief these workmen are entitled?"

2. From perusal of record it tranpires that on notice issued from this Tribunal, the workman appeared through their representative on 15-3-2005 and went on taking time on different dates for filing written statement. The management also appeared on 20-12-2005 and took time filing written statement. On 16-1-2006 also the management as well as workmen's representative took time for the said purpose. The Tribunal remained vacant from 1-1-2006 and I joined on 20-5-2006. After my joining, notices were issued to both the parties through post on 7th June, 2006 and again on 18th July, 2006 but neither party appeared nor filed written statement.

3. Under the circumstances I presume that the parties have resolved dispute among themselves and now there is no dispute between them. Hence a "No Dispute Award" is hereby passed.

4. This is my Award.

Dictated & Corrected by me.

V. RAM, Presiding Officer.

नई दिल्ली, 8 अगस्त, 2006

का.आ. 3579.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ वेस्ट रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय अजमेर के पंचाट (संदर्भ संख्या 2/97 एवं 8/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-2006 को प्राप्त हुआ था।

[सं. एल-41011/64/95-आई आर (बी-1),
एल-41012/141/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2006

S.O. 3579.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. Nos. 2/97 & 8/03) of the Industrial Tribunal/Labour Court, Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of North West Railway and their workman, which was received by the Central Government on 8-8-2006.

[No. L-41011/64/95-IR(B-I),
L-41012/141/2003-IR(B-I)]

AJAY KUMAR, Desk Officer

अनुबन्ध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर

सी आई टी आर नं. 2/97

रेफरेंस संख्या एल-41011/64/95/आई आर/बी.1

(दि. 4-3-97)

सचिव, पश्चिम रेलवे कर्मचारी परिषद, अजमेर श्रमिक प्रेमशंकर

...प्राथी/यूनियन

बनाम

कम्पाईलेशन ऑफिसर, पश्चिम रेलवे, जी. एल. ओ., अजमेर

...अप्राथी

समक्ष: श्री गंगासिंह शेखावत, आर एच जे एस

प्राथी की ओर से : श्री पी. डी. खन्ना अधिवक्ता प्राथी

अप्राथी की ओर से : श्री बी. डी. भार्गव अधिवक्ता अप्राथी

अवाई

अजमेर, 4 जुलाई, 2006

डेस्क अधिकारी, श्रम मंत्रालय भारत सरकार, नई दिल्ली से प्राप्त रेफरेंस इस प्रकार है:—

"Whether the action of the western Railway Ajmer in terminating the services of Sh. Prem Shanker w.e.f. 13-9-79 is legal Justified and proper? If not to what relief concerned workman is entitled to?"

नोटिस के उपरान्त उभय पक्ष उपस्थित आये। प्राथी ने क्लेम के विवरण में अंकित किया है कि प्राथी पत्र 4-7-79 को कारपेंटर की नियुक्ति हेतु प्रस्तुत किया था। जिससे प्रतिपक्षी संकलन अधिकारी ने दिनांक 9-7-79 को ट्रेड टेस्ट के लिये बुलाया। प्राथी ने डाक्टरी परीक्षा पास की। जिसका पास होने का प्रमाण-पत्र दि. 12-7-79 को दिया। प्रतिपक्षी सं. 2 ने प्राथी को नैमित्तिक कारपेंटर के पद पर दिनांक 16-7-79 से नौ रुपये प्रतिदिन के आधार पर 60 दिन के लिये नियुक्त किया था। एवं सहायता हेतु एक बैलदार श्री मातादीन को भी 60 दिन के लिये 5/- रुपये प्रतिदिन के आधार पर नियुक्त किया था। दोनों श्रमिकों का सामुहिक नियुक्ति का आदेश दि. 16-6-79 को जारी किये गये थे। इसी आदेश में यह शर्त थी कि यातायात कार्यालय का नियमित खाली पद पहले भरे जाने पर या कार्य संतुष्ट न पाये जाने पर इनकी नियुक्ति 60 दिन पूर्व ही समाप्त कर दी जावेगी। इस नियुक्ति के लिये उप मुख्य लेखाधिकारी, अजमेर की स्वीकृति प्राप्त होने का उल्लेख भी था। प्रतिपक्षी सं. 2 ने दो माह के पश्चात् प्राथी को उप मुख्य लेखाधिकारी, अजमेर के कार्यालय को लौटाया जाना चाहिये था। किन्तु प्राथी और मातादीन की सेवाएं 13-9-79 से समाप्त कर दी गई। आगे अंकित किया है कि केवल प्राथी की ही सेवाएं समाप्त की दी और प्राथी के साथ मातादीन को सेवा में लगाये रखा और उसे 128 दिन कार्य करवाकर नियमित च. श्रे. क. बना दिया। जबकि प्राथी वरिष्ठ था। उसे भी 128 दिन कार्य पर रखते हुए नियमित करवाना चाहिए था। प्राथी ने नियुक्ति हेतु अनेक आवेदन पत्र दिये। लेकिन कोई विचार नहीं किया। महाप्रबंधक पश्चिम रेलवे बम्बई के पत्र दि. 16-6-78 के अन्तर्गत 120 दिन तक कार्य करने वाले श्रमिक को स्क्रीन टेस्ट लेकर वरिष्ठता सूची में नाम अंकित करने का प्रावधान है। किन्तु प्राथी को यह अवधि पूरी नहीं करने दी। मातादीन को हमाल के पद पर नियुक्त किया गया। प्राथी का तर्क है कि संविधान का उल्लंघन और अनफेयर लेबर प्रैक्टिस है। अतः सेवा समाप्ति आदेश को चुनौती दी है। अंत में कारपेंटर के पद पर पुनर्स्थापित कर गत वेतन भत्ते दिलाये जाने की प्रार्थना की है।

प्रतिपक्षी ने उत्तर में अंकित किया है कि पश्चिम रेलवे का मुख्यालय बम्बई में स्थित होने के कारण यह रेफरेंस त्रुटिपूर्ण है। नियुक्ति शर्तों के अनुसार निश्चित अवधि और निश्चित कार्य समाप्त हो जाने के पश्चात् अर्थात् 60 दिन के पश्चात् प्राथी की सेवाएं समाप्त की गई हैं। मातादीन ने विभिन्न समय पर 32 दिन और 128 दिन कार्य पूर्ण कर लेने से हमाल के पद पर नियुक्ति दी गई थी। जबकि प्राथी ने यह अवधि पूर्ण नहीं की थी। प्राथी ने कुल 60 दिन ही कार्य किया है। अंत में क्लेम निरस्त करने की प्रार्थना की।

प्राथी ने अपने क्लेम की सम्पुष्टि में स्वयं का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है और प्रलेखीय साक्ष्य में प्रदर्श डब्ल्यू-1 से 20 तक प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की है। प्रतिपक्षी ने रामजीलाल मीणा का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है और प्रलेखीय साक्ष्य में प्रदर्श डी 1 से डी 15 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की गई हैं।

उभय पक्ष का श्रवण किया और पत्रावली का अवलोकन किया। प्राथी ने ए. आई. आर. 1993 एस. सी. 188 का दृष्टांत प्रस्तुत किया।

प्रतिपक्षी ने निम्न दृष्टांत प्रस्तुत किये :-

1. 2001 ए आई आर एस. सी. 2681
2. 2002 (5) डब्ल्यू एल सी 166
3. 2002 (5) डब्ल्यू एल सी 155
4. 2002 (5) डब्ल्यू एल सी 455

मैंने उक्त दृष्टांतों का ससम्मान अध्ययन किया। प्रस्तुत विवाद में प्रार्थी का नियुक्ति पत्र प्रदर्श डब्ल्यू-3 महत्वपूर्ण है जो निम्न प्रकार है :-

“श्री प्रेम शंकर आत्मज श्री शिवलाल को नैमित्तिक कारपेंटर 60 दिन के लिये दिनांक 16-7-79 से रुपये 9 प्रतिदिन के आधार पर संकलन शाखा अजमेर में पे-बिलों की फाईल रैक पर ढक्कन लगवाने और अन्य रिपेयर करवाने हेतु नियुक्त किया जाता है। तथा इसकी सहायतार्थ एक बेलदार श्री मातादीन आत्मज श्री बंशीधर को भी 60 दिन की अवधि के लिये 16-7-79 से रुपये 5 प्रतिदिन के आधार पर नियुक्त किया जाता है। यातायात कार्यालय का नियमित खाली पद पहले भरे जाने पर या कार्य संतुष्ट नहीं पाये जाने पर इनकी नियुक्ति 60 दिन पूर्व समाप्त कर दी जावेगी। इन नियुक्ति के लिये उप मुख्य लेखा अधिकारी की स्वीकृत प्राप्त है।”

इस प्रकार इस नियुक्ति आदेश से स्पष्ट है कि प्रार्थी की नियुक्ति नैमित्तिक कारपेंटर के कार्य के लिये 60 दिनों के लिये एक निश्चित कार्य ढक्कन लगवाने एवं रिपेयर करवाने हेतु की गई थी और उसकी सहायता के लिये एक बेलदार मातादीन की भी इसी प्रकार नियुक्ति की गई थी। खाली पद पहले भरे जाने या कार्य संतुष्ट नहीं पाये जाने पर सेवा पहले समाप्त कर देने की भी शर्त इस आदेश में अंकित है। इस प्रकार प्रार्थी की नियुक्ति एक निश्चित अवधि और निश्चित कार्य के लिये सशर्त की गई थी। वेतन बिल प्रदर्श डी 5 के अनुसार प्रार्थी ने जुलाई में 16 दिन, प्रदर्श डी 6 के अनुसार अगस्त में 31 दिन और प्रदर्श डी 7 के अनुसार सितम्बर में 13 दिन कुल 60 दिन का कार्य किया। इसकी सम्पुष्टि उपस्थिति रजिस्टर प्रदर्श डी 16 से 18 से होती है। नियुक्ति आदेश में 60 दिन पश्चात् उप मुख्य लेखाधिकारी के पास भेजने की कोई शर्त नहीं है। इस प्रकार प्रार्थी की सेवा नियुक्ति पत्र के शर्त के अनुसार समयावधि समाप्त होने व कार्य समाप्त होने के पश्चात् विधि सम्मत रूप से की गई है। प्रार्थी के साथ ही मातादीन की सेवा भी समाप्त की गई थी क्योंकि मातादीन ने अन्य अवधि में भी कार्य किया है और उसने मेन्युअल के अनुसार कुल 120 दिन से अधिक कार्य कर लिया। अतः हमाल के पद पर उसे नियमित नियुक्ति दी गई। इस प्रकार मातादीन का केस भिन्न प्रकार का है। इस प्रकार प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि पश्चिम रेलवे, अजमेर द्वारा श्री प्रेमशंकर की 13-9-79 से सेवा समाप्त करने का आदेश उचित एवं विधि सम्मत है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

अवार्ड की प्रति नियमानुसार केन्द्र सरकार को प्रकाशनार्थ भेजी जावे।

जी. एस. शेखावत, न्यायाधीश

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण, अजमेर
(राजस्थान)

पीठासीन अधिकारी: श्री जी. एस. शेखावत,
आरएचजेएस

प्रकरण संख्या सी. आई. टी. आर. 08/03

रेफरेंस नं. एल-41012/141/2003-आईआर (बी-I)
दिनांक 3/9-9-2003

नवलसिंह पुत्र घीसाराम कोहली, निवासी 834/30, गुर्जर बस्ती, नगरा, अजमेर (मृतक) जरिये विधिक उत्तराधिकारीगण :-

1/1-श्रीमति कमला देवी धर्मपत्नी स्व. श्री नवलसिंह

1/2-तेजसिंह पुत्र स्व. श्री नवलसिंह आयु 19 वर्ष

1/3-प्रकाश पुत्र स्व. श्री नवलसिंह आयु 18 वर्ष

1/4-मनीष पुत्र स्व. श्री नवलसिंह, आयु 15 वर्ष, नाबालिग

1/5-कू ज्योति पुत्री स्व. श्री नवलसिंह आयु 13 वर्ष नाबालिग
प्रार्थी सं. 4 व 5 नाबालिग जरिये प्राकृतिक संरक्षिका माता
प्रार्थी सं. 1/1 श्रीमति कमला देवी पत्नी स्व. श्री नवलसिंह
प्रार्थीगण निवासी-834/30, गुर्जर बस्ती नगरा, अजमेर

...प्रार्थीगण

बनाम

दी चीफ फैंक्ट्री मैनेजर (लोको), उत्तर पश्चिम रेलवे, अजमेर

...अप्रार्थी

उपस्थित : श्री एन. के. गौतम, अधिवक्ता, प्रार्थीगण।
श्री मनीष शर्मा, अधिवक्ता, अप्रार्थी।

अजमेर, 24 जुलाई, 2006

अवार्ड

केन्द्र सरकार द्वारा प्रेषित विवाद निम्न प्रकार है :-

“Whether the action of the management of North Western Railway imposing the penalty of removal of Sh. Naval Singh from the services w.e.f. 4-5-99 is justified? If not to what relief concerned workman is entitled to?”

नोटिस के उपरान्त उभयपक्ष उपस्थित आये। श्रमिक नवलसिंह का निधन 18-10-2003 को होने के कारण 13-1-2005 को उसके विधिक प्रतिनिधिगण बनाये गये। जिन्होंने यह क्लेम पेश किया है। क्लेम में अंकित किया है कि नवलसिंह दि. 11-8-81 को अस्थायी खलासी के पद पर नियुक्त हुआ था फिर पदोन्नति के पश्चात् मोर्डर ग्रेड-II बना दिया गया। प्रतिपक्षीगण ने दि. 23-9-97 से 2-6-98 तक 252½ दिन नवलसिंह को अनाधिकृत अनुपस्थित मानकर आदेश दि. 4-5-99 द्वारा सेवा से निष्कासित कर दिया। प्रार्थीगण के पास नवलसिंह की पूर्ण पत्रावली उपलब्ध नहीं है। प्रार्थीगण के पास निष्कासन आदेश मृतक द्वारा की गयी अपील दि. 22-6-2000 रेलवे

चिकित्सक का ड्यूटी प्रमाण पत्र 26-3-98 और शासित दि. 10-11-98 उपलब्ध है। नवलसिंह ने 14-2-98 से 25-3-98 तक अस्वस्थ रहने के पश्चात् 26-3-98 को रेलवे चिकित्सक का स्वास्थ्य प्रमाण पत्र प्रस्तुत किया था। नवल सिंह को दिनांक 29-6-98 से 25-3-98 तक अनाधिकृत अनुपस्थित मानकर आदेश दि. 10-11-98 द्वारा एक सैट सुविधा पास रोकने की शासित त्रुटिपूर्ण दी है। सेवा निष्कासन आदेश के विरुद्ध प्रस्तुत अपील का निर्णय प्रार्थीगण के पास उपलब्ध नहीं है। मृतक की 252½ दिन की अवधि में बीमारी के कारण अनुपस्थित रहा। श्रमिक मानसिक रोगी भी रहा। इस प्रकार अनुपस्थिति मृतक के नियंत्रण के बाहर थी पश्चात्तर्ती अनुपस्थिति के दंड से पूर्ववर्ती अनुपस्थिति का दंड अधिक नहीं हो सकता। प्रतिपक्षी संपूर्ण पत्रावली उपलब्ध करवा देंगे तब पूर्ण क्लेम प्रस्तुत किया जावेगा। अंत में सेवामुक्ति को निरस्त कर मृत्यु तक सेवा को निरंतर मानते हुए पारिवारिक पेंशन अनुकंमा के आधार पर नियुक्ति दिलाये जाने की प्रार्थना की है।

प्रतिपक्षीगण ने उत्तर में अंकित किया है कि नवलसिंह की अस्थाई खलासी के पद पर 11-8-81 को नियुक्ति हुई थी और नियमानुसार वरिष्ठता सेवा रिकार्ड एवं ट्रेड टैस्ट पास करने पर पदोन्नतियां दी गयी। श्रमिक के 252½ दिन अनाधिकृत अनुपस्थित रहने के कारण विभागीय जांच कर श्रमिक को सुनवाई का समुचित अवसर प्रदान कर जांच रिपोर्ट की प्रति उपलब्ध करवाकर सेवा से निष्कासित किया गया था। श्रमिक ने दि. 14-2-98 से 25-3-98 तक का स्वस्था प्रमाण पत्र दि. 26-3-98 टिकट नंबर खुलवाने के समय प्रस्तुत किया था। अपील के निर्णय की प्रति पत्र दि. 20-9-2000 द्वारा प्रेषित कर दी थी। मानसिक रोग से पीड़ित रहने का नवलसिंह ने कोई प्रमाण-पत्र प्रस्तुत नहीं किया नवलसिंह पूर्व में भी 1995 में 192 दिन, 96 में 172 दिन, 97 में 262 दिन, 98 में 312 दिन, तथा 99 में निष्कासन की तिथि तक 67 दिन अनाधिकृत रूप से अनुपस्थित रहा। अंत में क्लेम निरस्त करने की प्रार्थना की है।

क्लेम की संपुष्टि में तेजसिंह और कमला देवी का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श डब. 1 से 4 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की। प्रतिपक्षी की ओर से नंदकिशोर का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है और प्रलेखीय साक्ष्य में प्रदर्श एस-1 से 17 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की।

उभयपक्ष का श्रवण किया, पत्रावली का अवलोकन किया। प्रार्थी के विद्वान अभिभाषक ने निम्न दृष्टांत प्रस्तुत किये :-

1. 1992 सी. एस. जे. (एच. सी.) 48,
2. 2003 (2) ए. आई. एस. एल. जे. 90,
3. 2000 (1) आरएलआर 631

उक्त दृष्टांतों का ससम्मान अध्ययन किया।

जहां तक विभागीय जांच के न्याय के सिद्धांतों के अनुरूप होने के प्रश्न का संबंध है, प्रस्तुत विवाद में उभयपक्ष ने इस न्यायाधिकरण के समक्ष अपने-अपने साक्ष्य प्रस्तुत कर दी है अतः विभागीय जांच विशेष महत्व नहीं रखती है। यह स्वीकृत तथ्य है कि श्रमिक नवलसिंह 23-9-97 से 2-6-98 तक 252½ दिन अनुपस्थित रहा। प्रार्थी के अनुसार उसका स्वास्थ्य ठीक नहीं होने के कारण वह अनुपस्थित रहा किंतु विभागीय जांच में श्रमिक ने 14-12-97 से 13-2-98 और 14-2-98 से 26-3-98 के ही ड्यूटी प्रमाण-पत्र बीमारी के संबंध में प्रस्तुत किये हैं। अन्य अवधि का कोई प्रमाण-पत्र प्रस्तुत नहीं किया है। प्रदर्श एम-5 स्वास्थ्य प्रमाण-पत्र है जिसमें नवलसिंह किस अवधि से किस अवधि तक बीमार रहा इस संबंध में कोई कॉलम नहीं है न ही कोई प्रविष्टि है किंतु नवलसिंह 26-3-98 को कार्यग्रहण करने हेतु आरोग्य होने का यह प्रमाण-पत्र है। प्रदर्श एम-6 के अनुसार रेलवे डॉक्टर ने 14-12-97 से 13-2-98 तक नवलसिंह के बीमार होने का उल्लेख किया है। इस प्रकार नवलसिंह की बीमारी के संबंध में केवल यही प्रमाण-पत्र है जो केवल दो माह की बीमारी का है अन्य कोई प्रमाण-पत्र नहीं है। नवलसिंह ने अपने पत्र प्रदर्श एम-4 में अनुपस्थिति का कारण अपनी पत्नी के गठिया रोग से पीड़ित होने के कारण अचानक तबियत खराब होना अंकित किया है किंतु इस संबंध में कोई प्रमाण-पत्र नहीं है। स्वयं की बीमारी का भी उल्लेख किया है किंतु इस संबंध में भी केवल एक ही प्रमाण-पत्र जैसा कि एम-6 है, वही प्रस्तुत किया गया है। इस प्रकार मृतक नवलसिंह विभागीय जांच के समय अनुपस्थिति का कारण बीमार होना प्रमाणित नहीं कर सका है न ही इसके विधिक प्रतिनिधि न्यायालय के समक्ष अनुपस्थिति का कारण बीमारी प्रमाणित कर सके हैं। विभागीय जांच में साक्षियों के बयान लेकर, बचाव का अवसर देकर जांच कार्यवाही की प्रति उपलब्ध करवाकर अनुसनात्मक कार्यवाही संपादित की है।

साक्षी मस्तान खां, जयसिंह और यशपालसिंह के बयान के नीचे नवलसिंह के हस्ताक्षर भी हैं। अतः विभागीय जांच में सुनवाई का अवसर दिया गया। इस न्यायालय में चली जांच में भी श्रमिक के विधिक प्रतिनिधियों को साक्ष्य प्रस्तुत करने का अवसर दिया उनके शपथ-पत्र पर प्रतिपक्षी ने प्रतिपरीक्षण किया और प्रतिपक्षी के साक्षी से प्रार्थी के विधिक प्रतिनिधियों के अभिभाषक ने प्रतिपरीक्षण किया। संपूर्ण अनुपस्थिति का कारण नवलसिंह के बीमार होने को प्रार्थी पक्ष प्रमाणित नहीं कर सका है। इस प्रकार मेरे विनम्र मत में प्रार्थी की सेवामुक्ति विधि-सम्मत है। श्रमिक के आचरण, पूर्व की अनुपस्थिति को मद्दे-नजी रखे हुए सेवामुक्ति का दंड अत्यधिक नहीं माना जा सकता।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि उत्तर पश्चिम रेलवे के प्रबंधन द्वारा श्री नवलसिंह मृतक की सेवा-समाप्ति का आदेश दिनांक 4-5-99 विधि-सम्मत है। अतः उसके विधिक प्रतिनिधिगण को कोई अनुतोष प्रदान नहीं किया जा सकता है।

जी. एस. शेखावत, न्यायाधीश

नई दिल्ली, 8 अगस्त 2006

का.आ. 3580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 341/2के5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-2006 को प्राप्त हुआ था।

[सं. एल-41012/227/2003-आई आर(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 8th August, 2006

S.O. 3580.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 341/2k5) of the Central Government Industrial Tribunal-cum-Labour Court- II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Northern Railway and their workman, which was received by the Central Government on 8-8-2006.

[No. L-41012/227/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT-II CHANDIGARH

PRESIDING OFFICER : SHRI KULDIP SINGH

Case No. 1. D.No 341/2k5.

Registered on 16-08-2005

Date of Decision 27-07-2006.

Shri P. C. Bungar C/o Shri H. K. Sharma, Secretary,
Uttariya Railway Karmchhari Union, EF 430, Krishan
Nagar, N. G. Road, Jalandhar

Petitioner

Versus

The General Manager, Northern Railway, Baroda House,
New Delhi-110001

Respondent

APPEARANCE

For the Workman : Mr. H.K Sharma
AR

For the Management : Mr. P.P Khurana,
Advocate.

AWARD

The Govt. of India vide notification No.L-41012/227/2003-IR(B-I) dated 30-01-2004 referred the following matter for the adjudication of this Tribunal :

"Whether the action of the Management of General Manager, Northern Railway, Baroda House, New Delhi imposing the penalty of reducing the pay/wages w.e.f. 7-06-1994 is just and legal? If not to what relief the workman is entitled to and from which date?"

The matter remained under the consideration of CGIT-cum-Labour Court-I, till the same was transferred to this Tribunal and case file received and registered on 16th August, 2005. By that time the workman had already filed the Claim Petition. The Management filed the Written Statement on 21st Dec., 2005. They also filed the photo copies of the inquiry proceedings. The workman filed the rejoinder. It was submitted by the Management that this is the case in which the department had held also the domestic inquiry against the workman and the workman has challenged the finding of the inquiry inter alia on the ground of fairness of the inquiry conducted, therefore, the question of fairness of inquiry may be considered and decided as a preliminary issue in the matter. The workman has not opposed this submission. He has filed the Written arguments in support of his claim made in the statement of claim. The representative of the workman and the Counsel for the Management have also submitted the oral arguments.

I have gone through the file and have also considered the submissions made by the parties for and against the fairness of inquiry conducted in this case.

Hon'ble Supreme Court of India, in a number of cases has said that an enquiry is not an empty formality but essential conditions to the legality of the disciplinary order. In other words before the delinquent workman is dismissed from service for misconduct the employer should hold regular enquiry into the misconduct and dismissal without holding a regular inquiry would be a illegality. It has also been stated by them that the disciplinary inquiry has to be quasi-judicial inquiry held according to other principles of natural justice and the enquiry officer has a duty to act judicially because the charges of misconduct, if proved, will result not only in deprivation of livelihood of the workman but will also attach stigma to his character. The Courts have, therefore, attached a considerable importance to the holding of fair and regular inquiry in the cases of mis-conduct of the delinquent official before awarding him punishment. In support of the requirement of holding an inquiry, Hon'ble Supreme Court enumerated the following reasons for holding an inquiry;

- (i)on wider powers of adjudication now, the Tribunal will have to give cogent reason for not accepting the conclusions of the inquiry officer in a case where a proper inquiry has been held and a correct finding is arrived at regarding the misconduct of the workman;
- (ii) it will also enable the employer persuade the Tribunal to accept the inquiry as proper and the finding as correct;
- (iii) by holding a proper inquiry, the employer will escape the charge of having acted arbitrarily and mala fide; and
- (iv) the holding a proper and valid inquiry will conduce to the harmonious and healthy relations between the employer and the workmen and it will serve the cause of industrial peace.

The workman in his statement of claim has stated that he was an employee in the Northern Railway assigned the clerical and operational work, to examine the claim regarding non-delivery of goods, of damage caused to the consignments sent through the railways and certain other job; and that there was no staff working under him nor he supervised the working of any official or did he withdrew their salary. His attendance was being checked by his superior officers who also drew and disbursed salary to him; that the workman had proceeded on leave from 17th Feb., 1989 up to 3rd March, 1989, on the expiry of which, he requested for extension of leave on account of his ill health; that he had developed abnormal pain and other complication which he informed the Management and the nearest doctor, but they did not respond to his request, therefore, he received the treatment from a private practitioner. He kept on submitting applications for grant of sick leave to him, but the Management did not respond nor conveyed him that his leave has been refused and he should join the duties; that from 29th March, 1992 he was declared fit to resume his duties, by the Private practitioner and he reported for duty on 30th March, 1992, in office of Chief Claim Officer, New Delhi but was refused to join his duties; that from 29th March, 1992 he was given declared fit to resume his duties, by the Private practitioner and he reported for duty on 30th March, 1992, in office of Chief Claim Officer, New Delhi. He also submitted the duplicate copies of his applications for grant of leave, in the office of the Chief Claim Officer, Northern Railway, New Delhi by Registered Post as well as in the receipt section of that office. That on his inquiry, he was told that the Management will inform him about the date he could join his duties. On the other hand, the Management issued him the notice on 6th June, 1992 to get him medically examined by Senior Medical Officer, New Delhi for his fitness. However, the concerned Medical Officer refused to examine him and he was directed to get him examined by the Senior Divisional Medical Officer, Ferozepur or Jalandhar; that he was declared fit for service by the Chief Physician, New Delhi but despite that he was not allowed to join his duties.

The claim of the workman further is that the Management considered the selection for the post of Group B on 25th July, 1992, to which the workman was also eligible but he was over looked. He was not allowed to join his duties and the Management followed the unfair Labour practice. He approached the CAT, Chandigarh, by a petition but was persuaded to withdraw the same by the Management. However, the Management did not honour their commitment and instead issued him a chargesheet for his having left the country without permission, and for retaining the duty pass during leave period. According to him, the Management appointed highly prejudiced Enquiry Officer who got the workman to sign the inquiry report. The Management did not provide copy of the inquiry report to the workman and still imposed the penalty on him. He was also not informed that he can make the representation. He made several representations but without any reply. Only a few days before his retirement, he was informed about the penalty imposed on him. The Management denied him the opportunity of hearing and of making the

appeal against the order. Thus, the proceedings of the inquiry were nullity. The penalty of reduction in rank by one stage imposed upon him was bad in law as the notice of penalty was served on him on 7th June, 1994, whereas he retired on 30th June, 1994. The workman was also denied the re-fixation of his salary in terms of cadre structuring done by the Management. The workman has prayed for a number of claims as noted in para No.17 of this Claim Petition and submitted that for the record is with the Management and if they do not produce the same, the photo copies submitted by the workman be taken on record and adverse inference be drawn against the Management.

The Management has opposed the claim of the workman on a number of grounds. It is their preliminary objections that the petitioner is not a workman since he was working in the Grade of 2000-3200. Besides he was working in the supervisory capacity; that the workman approached the CAT, Chandigarh for a relief of regularization of his leave period but later on he did not pursue his petitions which was dismissed for default on 7th Dec., 1992 and for that reason his present petition is not maintainable.

On merit it is their submission that the workman had applied for leave for the period 17th Feb., to 3rd March, 1989, which was sanctioned. He was further granted leave up to 15th March, 1989, but thereafter, he absented from duty during the period 3rd April, 1989 to 29th Oct., 1992. Denying the fact that the workman remained in the railway Hospital, it is stated that the workman was issued notice on 26th April, 1989 under R/C AD asking him to report for duty but the letter was received back undelivered. The workman retained first class duty card pass No.15591, with him, without authority and that the workman was issued chargesheet for his mis-conduct punishable with major penalty and the inquiry was conducted against him. In the inquiry all the charges were proved. The workman was provided with the copy of the inquiry report on 29th April, 1994. He was awarded the penalty of reduction by one stage in the time scale from 7th June, 1994 till 30th June, 1994, the day, he was to superannuate, for being absent from duty unauthorisely and for keeping the duty card pass illegally, during the period of leave. He was not entitled for promotion as standard form 5 was pending against him under the railway conduct rules.

Denying the assertion that he was called by the railway administration and extended an assurance to persuade him to withdraw his case from the CAT, it is stated by them that nobody appeared for the workman before the CAT and the petition was dismissed for default. Reiterating that the workman was provided with the copy of the inquiry findings on 29th April, 1994, it is submitted by them that the workman did not submit his defence statement; and that other assertion of the workman in the Claim Statement are a matter of record. They have prayed for deciding the reference in favour of the Management declaring that the workman is not entitled to any relief.

I have heard the learned Counsel for the parties and have gone through record.

It is the claim of the workman that he was charged for a major penalty under the Railway Servants Discipline appeal rules 1968. Under rules 9 & 10 thereof the charged officer was entitled to get the statement of articles of charges, statement of imputations, list of documents relied upon and list of witnesses to be produced in the case by the Management. He was also entitled to submit his defence within specified period. The Management, thereafter, was required to appoint an inquiry officer, Presenting officer and nominate a defence helper of the choice of workman. The workman further gets the right to demand additional documents. The workman was also required to be provided with the opportunity to cross examine the witnesses of the Management himself or through his defence helper and then state his defence. He also gets the right to submit his arguments, get a copy of the inquiry report and then a notice from the discipline party to submit his explanation as to why the action proposed in the inquiry report be not taken against him and then a notice to show as to why the penalty proposed be not imposed upon him. He further gets the right to file the appeal, review or revision. The claim of the workman is that the Management conducted ex-parte inquiry against him earlier in which the presenting officer tied the witnesses to the version of Management and then initiated the second inquiry, produced the same witnesses, who being the employees of the Management could not go against the version, they had given earlier, therefore, the same conclusions were drawn in the inquiry. It is further his case that the Management did not allow the workman a defence help of his choice. Thirdly, the notice for imposing penalty was issued without affording an opportunity to the charged officer to submit his representation against the inquiry report. The workman was also not allowed to examine defence witnesses rather he was cross examined by the inquiry officer himself against the spirit of the rules; and that the Management further failed in its duty to rebut the statement of the workman that he was made to withdraw his case before the CA T on the assurance the Management; that the workman was never supplied with the copy of the inquiry report, despite repeated requests, so as to make him to file the appeal. For all these reasons the inquiry conducted, the penalty imposed is bad in law, therefore, the same may be quashed.

I have considered the submission made by the workman in support of his claim. I find that his claim is not supported by any cogent evidence rather the record of the file shows that the workman has taken the support of lies to prove his claim in which he has utterly failed. There is no denying of the fact that in a domestic inquiry the proceeding should be fair and the principle of natural justice should never be lost sight off. As per the Railway Servant Discipline Appeal rules 1968, the workman was entitled to get the statement of Articles of charges, statement of imputation, list of documents and witnesses to be produced by the Management in the case, besides the right to specify his defence. The Disciplinary Authority was further required to convey to the workman the name of the Inquiry Officer in case he himself did not opt to hold the inquiry; and that of the Presenting Officer. The workman

was also entitled to nominate a defence helper and could ask for additional documents to prove his case. He also gets the right to submit his arguments and after the report of inquiry is made, is entitled to a copy of the same and then the notice to explain his petition. He further gets right to be told that he can file the appeal against the action taken by the Disciplinary Authority. The main thrust of the workman is that he was not provided with the report of inquiry, therefore, he could not submit explanation to the Disciplinary Authority about the finding of the E.O. nor he could file an appeal against the order of the Disciplinary Authority imposing punishment on him.

I have examined the claim of the workman. In my opinion the claim of the workman does not hold good in the face of a letter issued by the Disciplinary Authority dated 30th Dec., 1992 in which the workman, under his own hand, received the copy of the inquiry report, "received on 31st Dec., 1992". This letter reads "Please refer to your application dated 21st Dec., 1992, and find herewith the copies of the PO's report and Shri Dasondha Singh CMI's statement dated 28th March, 1990 for further necessary action at your end." This letter clearly proves that the workman received a copy of the inquiry officer's report and not only that, the copy of statement of Dasondha Singh dated 28th March, 1990, was also provided to him. We further find a photo copy of the inquiry report dated 29th April, 1994, made by the inquiry officer. On the first page of inquiry report, there is endorsement under the hand of Mr. P.C. Bungar, the workman, where he recorded that he has received the copy of the report containing pages from 1 to 10. This he recorded on the inquiry report on 29th April 1994, the day, when the Inquiry Officer signed the inquiry report. Thus, the evidence available on record bifies the claim of the workman that he was not provided with a copy of the inquiry report, therefore, he could not submit explanation to the Disciplinary Authority about the report of the inquiry officer nor he could make the appeal before the Appellate Authority.

On record I find the copy of the statement of the workman running into 7 pages which itself shows that the workman was given fair opportunity to explain the evidence available on record against him and the replies given by him do not convince even to a lay man that he was so seriously ill or was so deeply engaged in the ill health of his wife that he could not inform the Management by any mode worthy of credit. It has been claimed by him that he lived in a town named Phagwara where there must be facilities of telephone, telegram and post office then why he did not inform his department that he is in such a situation that he cannot report for duty. In short the answers given by him are not convincing. He further failed in his duty to produce any defence evidence and has shifted the burden to the shoulders of the Management claiming that the Management did not provide him the opportunity to produce evidence in his defence. On record, I find a letter under the hand of the workman P.C. Bungar dated 30th November, 1993, thereby he named Darshan Singh as his defence witness and the inquiry officer permitted him to produce the said witness in his defence. There is also on record the copy of the interim order of the inquiry officer

dated 21st Dec., 1993, which reads that no defence witness has been produced by the charged officer, despite having been given more than one extra opportunity. It was in these circumstances that the defence evidence was closed. This documents shows that the workman was given more than one opportunity to produce his evidence, but he did not produce any and the workman acknowledged the receipt of copy of the order of the inquiry officer in this regard under his own hand.

The fairness of the Management speaks for itself when we find that the order holding of second inquiry on the re-appearance of the workman before them, even when they had ample evidence to show that the Management had taken every step to serve the workman with the notices to report for duty, but they found that the workman had left the place without informing them. The Management even served the notices to the workman through his daughters who neither disclosed the place where their father was nor themselves conveyed to the Management as to why their father was not attending his duties. Is it possible that if the parents were so seriously ill that their daughters could not seek help or at least take steps to inform the employer so as to save the job of their father. It is also worth note that the workman though claimed to have remained involved in his own illness or in the illness of his wife, did not disclose as to who attend them during the time of illness. If the workman was under acute depression, then how could he look after his ailing wife. There is another aspect of this. The railways has established hospitals at different places in the country where the specialties and super specialties are available. The workman did not report for check ups in those hospitals and took the option to get treated by private practitioner which would have meant more expensive and less efficiency.

I have also looked to the case from the angle of the punishment awarded to the workman, whether the disciplinary authority was fair enough to award punishment on the basis of the evidence available on record. It is true that this Tribunal is not sitting as a Court of appeal against the order of Disciplinary Authority, but even looking from a distance on the evidence available on record, I feel that the Management was most considerate to take a lenient view in awarding the punishment to the workman who has stated the facts, nothing but bundle of lies. The Management produced three witnesses in the inquiry, to whom defence representative cross-examined at length. The witnesses produced are the responsible officers of the Management and the workman has failed to show their animous against the workman. I fail to understand as to how the workman claims that the witnesses have spoken in favour of the Management being in their employment whereas some of them are already retired from service and they were the colleagues of the workman against whom he has shown nothing to presume that they had made false statement against him.

I have considered the law referred to by the representative of the workman and the Counsel for the Management. I have come to the conclusion that the copy of the inquiry report, was provided to the workman and his claim that he had not been provided with the copy of the report is wrong. Presuming and not admitting that the workman had not received the inquiry report the Hon'ble Supreme Court in the case of Managing Director, ECIL, Hyderabad V/s B. Karunakar reported as 1994 1 LLJ 162 has directed that in a case when inquiry officer's report is not furnished to the delinquent employee, in the discipline proceedings, the Court and the Tribunal should cause the copy of the report to be furnished to the delinquent employee, if he has not already secured one before coming to the Court/Tribunal and give the employee an opportunity to show cause as to how his or her case got prejudice because of the non-supply of report. It is only in case the Tribunal finds that the furnishing of the report would have made a difference to the result in the case that it should set aside the order of punishment. It is on record that the Management furnished the copy of the inquiry report alongwith their Written Statement on 21st Dec., 2005, a copy of which was provided to the workman. The workman never raised the plea before the Tribunal that he is not in possession of the inquiry report nor could he raise such a plea for the reason that if he had no knowledge of the inquiry reports then how he challenged the same in the statement of claim and subsequent pleadings. He never requested the Court to get him the copy of the inquiry report. I further find that the workman has failed to show me as to in what manner he was prejudiced for want of the inquiry report. As stated above the workman is shown to have been provided with the copies of the charge sheet, a list of witnesses, the list of documents to be used against the workman in the inquiry. He was also provided with the opportunity to lead the evidence in defence. He was also provided with the assistance of defence representatives. He attended all the proceedings in the inquiry. It has also been shown that the workman was provided with the photocopy of the inquiry officer's report on the very day, it was signed by the Enquiry Officer. So the workman has failed to show me that he was prejudiced in his defence in the inquiry, therefore, the inquiry is bad for that reason.

After careful consideration of the record available on the file, I am of the opinion that the Management had conducted a fair and regular inquiry not only once but twice and the punishment imposed is not disproportionate to the mis-conduct of the workman. The action of the Management in imposing penalty on the workman is just and legal and the workman is not entitled to any relief.

In view of the discussion made above, the award is passed in the terms stated above. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8 अगस्त, 2006

का.आ. 3581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ पटियाला के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 797/2के5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-2006 को प्राप्त हुआ था।

[सं. एल-12012/139/91-आई आर(बी. I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2006

S.O. 3581.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 797/2k5) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 8-8-2006.

[No. L-12012/139/91-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

Case NO. I.D. No. 797/2k5.

Registered on 6-09-2005

Date of Decision 25-07-2006.

Shri J. C. Pandey Through General Secretary, State Bank of Patiala Staff Union, 366/7, Panchkula

Petitioner

Versus

The Chief General Manager, State Bank of Patiala H. O. the Mall, Patiala

Respondent

APPEARANCE

For the Workman : Ashwani Kumar

For the Management : N. K. Zakhmi
Advocate.

AWARD

The workman is not present. It is stated that he has expired. Mr. Raj Kaushik who was appearing for the workman earlier states that he has contacted the LR's of the deceased workman but they are not interested to follow the case. This gives rise to the presumption that the LR's of the deceased workman are not interested to prosecute the case. The workman had filed the Claim Petition through the General Secretary of State Bank of Patiala Staff Union, but the General Secretary has also not bothered to come appear on behalf of the workman. Therefore, the Court is

satisfied that the workman is not interested to prosecute this case. Since the parties have already filed their pleadings, have lead their evidence and produced the documents, therefore, the case is being decided on merit.

The Govt. of India vide notification No. L-12012/134/91 dated 3rd July, 1991 referred the following matter for the consideration of this Tribunal:

"Whether the action of the General Manager, State Bank of Patiala, Patiala is not designating Shri J.C Pandey, Clerk/Typist to the post of Telex/Teleprinter Operator in Zonal Office, Jalandhar against the existing post is legal and justified? If not, to what relief the concerned workman is entitled to and from what date?"

The parties on getting the notice of the reference appeared. The workman filed his Claim Petition, to which the Management filed the Written Statement. The workman filed the reapplication and his affidavit. The Management filed the affidavit of their Personal Manager, Charanjeet Lal Arora in support of their pleadings. They also placed on record the photo copies of the documents which were exhibited as M-2 to M-8. The workman appeared as a witness whereas the Management examined Shri Arora in support of their claim.

The claim of the workman, as made out in the statement of Claim Petition, is that the Management has not framed policy/rules with regard to the posting of Telex Operators/Tele Printers whereas they are required to frame the same since the designation of Daftri/Head Armed Guard in the sub staff, and Teller and Cashier, in the clerical cadre for their seniority is counted stationwise; that the workman was posted in the Zonal Office, who demanded opportunity to work as a Tele. Printer operator, as and when the person working on that post proceeded on leave, but he was denied the opportunity; that the workman being a Trade Union Leader, organized the workers and was elected as General Secretary of Staff Union in the year 1984. The already existing Union, which was pro-Management could not digest the workman having been appointed General Secretary of a rival Trade Union, with the connivance of Management, got the workman transferred from the Zonal Office to Region No.1, Office Jalandhar. According to him the post of Tele-Printer Operator fell vacant twice thereafter, but he was denied the opportunity to work thereon, whereas other persons were transferred from Region No. 1 to Zonal Office as Tele Printer Operator. That the workman was a senior most employee in the Branch of the Management Bank, but he was denied the posting on the post which carried the special allowance. Thus, the Management adopted the policy of unfair labour practice. He has prayed for declaring the action of the Management unfair practice and the workman be granted special allowance at the rate of 145/- p.m. w.e.f. 4th Sep., 1990 along with the interest at the rate of 80% p.a.

The Management filed reply to the claim of the workman and stated that the Petition is not maintainable for mis-joinder and non-joinder of the necessary parties and for want of jurisdiction. Denying the fact that the Telex operator should be appointed station-wise it is stated by

them that they are appointed on unit-wise basis and not station-wise basis. According to them, at the time of transfer of R.K. Soni in the computer centre, the workman was posted in the Regional Office and not in the Zonal Office, therefore, he was not given the designation of Telex/Tele Printer. The present petition is not maintainable as the claim made is not specific and it is not shown on what basis the claim has been made; hence, the reference is not maintainable.

On merit it is submitted by the Management that there is a policy with regard to the posting of Telex/Tele Printer; that on 12th Jan., 1987, when the workman was posted in the Zonal Office, Jalandhar, Shri S.N. Batra was working as Telex-operator, but no official allowance was paid by the Management to any of the Tele Printer Operators appointed in leave arrangement. It is also their case that the averments made in para 3, 4 & 5 are not correct. It is claimed by them that Shri Gurbachan Singh was transferred to Zonal Office, Jalandhar for administrative reasons and he was senior to the workman. There is no doubt that the workman was senior most clerk/Typist at Jalandhar, but he was not designated as Tele-operator as he was in the Regional Office. Denying that they have ever practiced unfair labour practice, it is stated by them that the workman has no claim, therefore, the reference may be answered against him.

The workman appeared as a witness on 3rd June, 1993. In his cross examination he admitted that Mr. S.N. Batra was senior to him and so was Gurbachan Singh; that the Management had transferred to him to Region No. 1 whereas Gurbachan Singh was transferred to the Zonal Office. He admitted that he had refused to work as a Data-Entry Operator; and that the posts of Data Entry Operator and Telex Operator are carrying the allowances.

Mr. C.L. Arora who appeared as a witness for the Management stated that the post of Tele Printer is an allowance carrying post which is given to the senior most clerk. However it is not a promotion post; and that Gurbachan Singh being the senior most was transferred from Regional Office to Zonal Office and was given the post of Tele Printer Operator. He denied that the workman was purposely transferred not to give him post of Tele Printer Operator as was suggested.

I have gone through the file.

In substance the claim of the workman is that the Management had not formulated any policy or rules with regard to the posting of Telex Operator/Tele Printer Operator; that the Management, with malafide intension, and following unfair labour practice transferred the workman from the Zonal Office to the Regional Office, Jalandhar and transferred Shri Gurbachan Singh to the Zonal Office and posted him as Tele Printer Operator, a post which carried special allowance at the rate of 145; that the Management, therefore, denied the workman the benefit of being posted as Tele Printer Operator against the post available in the Zonal Office. He claimed that since he had organized Trade Union Activities and established a counter Trade Union in the Management Bank which was not liked

by the rival Trade Union, close to the Management, therefore, he was transferred from Zonal Office to Regional Office and denied the right to be posted as Tele Printer Operator and thus he was put to loss of special allowance at the rate of 145 days. In support of his claim the workman has failed to place on record any standing order, bipartite settlement or any authority by which he was entitled to be posted as Tele Operator. He has also failed to produce any rule or order by which he could not be transferred from the Zonal Office to Regional Office or vice versa. In his own statement he admitted that Mr. S.N. Batra, who was working as Teleprinter Operator, was senior to him. He further admitted that he had never worked at the place of Mr. Batra when the later proceeded on leave. He also admitted that Gurbachan Singh was senior to him. Mr. C.L. Arora, Personal Manager in the Zonal Office in his affidavit as well as in the statement, he made in the Court, stated that no person, posted against the arrangement of Mr. S.L. Batra, was ever paid officiating allowance. He further stated that the workman never officiated as Tele Printer Operator. He further stated that Gurbachan Singh was transferred on administrative ground as he was senior to the workman. He further stated that when Balwinder Singh was designated as Teleprinter operator the workman was posted as Data Entry Operator and both the posts carried the allowance. According to him, as per the existing pattern, the Telex/Tele Printer Operator were appointed on the basis of unit-wise/departmental/branch-wise seniority and not on the basis of Station-wise seniority and since the workman was not posted in the Zonal Office therefore, he was not given the designation of Teleprinter Operator.

I do not find any evidence on record to show that the workman could not be transferred from Zonal Office to the Regional Office of the Bank; and that he was denied the designation of Teleprinter Operator and his juniors were given that designation. The workman has also not been able to show that as to how the management practiced the unlawful labour practice. It has been shown that the workman was appointed as Data Entry Operator which also carried the same amount of allowance and was equivalent post, but he did not join. Thus, in my opinion the workman has failed to show that the action of the General Manager, State Bank of Patiala in not designating the workman, J.C. Pandey, to the post of Telex/Teleprinter Operator in Zonal Office, Jalandhar was illegal and unjustified. As per record there did not exist any post of Telex/Teleprinter Operator in the office where the workman was posted at that time, therefore, the question of his being designated as Teleprinter Operator did not arise. In my opinion the workman is not entitled to any relief. The reference is answered in affirmative holding that as the workman has failed to show any right to be designated as a Telex/Tele Printer Operator in the Zonal Office, Jalandhar. The workman is therefore not entitled to any relief. The award is passed in these terms. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8 अगस्त 2006

का.आ. 3582.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद I, के पंचाट (संदर्भ संख्या 164/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-2006 को प्राप्त हुआ था।

[सं. एल-20012/110/99-आई आर(सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 8th August, 2006

S.O. 3582.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 164/1999) of the Central Government Industrial Tribunal/Labour Court, Dhanbad, I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 8-8-2006.

[No. L-20012/110/99-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT DHANBAD**

In the matter of a Reference u/s. 10(1) (d) (2A) of Industrial Disputes Act, 1947

Reference No. 164/1999

Parties : Employers in relation to the management of Kathara Washery of M/s. C. C. Ltd.

And

Their Workman.

PRESENT : Shri Sarju Prasad,
Presiding Officer.

APPEARANCES:

For the Employers : Shri D. K. Verma,
Advocate

For the Workmen : Shri D. Mukherjee,
Advocate.

State : Jharkhand Industry : Coal

Dated, the 3rd August, 2006

AWARD

By Order No. L-20012/110/99-IR (C-I) dated 4-8-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this tribunal :

“Whether the demand of the union for regularisation of S/Shri Ram Prasad Prajapati and 24 other workmen (as per list enclosed) on permanent roll of C. C. L. from the management of Kathara Washery, M/s. C.

C. L. is justified? If so, what relief are these workmen entitled to?”

2. The case of the sponsoring union is that S/Shri Ram Prasad Prajapati and 24 others, whose names find place in the list enclosed with the reference order, have been engaged by the management of Kathara Coal Washery of M/s. C. C. L. for maintenance of railway siding and also for up-dating, cleaning of railway line in the Marshalling Yard of Kathara Washery through out the year from the year 1991. According to them, there are 6 Rly. lines in the Marshalling Yard of Kathara Coal Washery and in order to transport washed coal and raw coal these railway lines are very much important and nature of jobs performed by the concerned workmen are of permanent and perennial nature. According to them, they have been working for more than 8 years, but they are not getting proper wages and the management in order to deprive them the proper wages etc. have been disbursing their wages through a so-called contractor, Mithilesh Dutta Dwivedi, but in fact, they are the employees of the management of Kathara Coal Washery. The management is doing all such unfair labour practice in order to deprive them from proper wages, overtime, bonus and other fringe benefits Provident Fund, Gratuity etc. Therefore, they have prayed for regularisation in the permanent roll of the management of Kathara Coal Washery.

3. The management has admitted that there is a railway siding and Marshalling Yard of Kathara Coal Washery which is practically the life line of that washery because washed coal is transported from the washery to captive power plant and raw coal is also being transported to the washery. But according to them, they have got their own permanent workmen for doing maintenance job and only on few occasion they have engaged Mithilesh Dutta Dwivedi as contractor when occasion arose for changing rail sleepers and filling of ballast materials on the railway track, otherwise the maintenance work is being carried by the permanent workmen of the Coal Washery. The management has pleaded that the establishment of the management is registered under Contract Labour (Regulation and Abolition) Act, 1970, but at the same time they have admitted that the contractor is not a licensee contractor under the said Act and has pleaded that it is not required because the contractor is not required to engage more than 19 workers at any time. According to the management, some of the persons whose names find place in the list might be the workers of the contractor, but there is no relationship of employer and employees between the management and the concerned persons. Therefore, this dispute is not maintainable and the concerned workmen cannot be regularised and permanent workmen of the management.

4. The sponsoring union has examined one witness (WW-1) in support of its case and has filed attendance register duly signed by the P.W.I. of the management. From the attendance register it goes to show that the concerned

persons in all 25 persons have been working since long round the year and their attendance is more than 240 days in a year. The plea of the management that the contractor is not required to obtain licence under Contract Labour (Regulation and Abolition) Act, 1970 as the contractor never engaged more than 19 workers at a time, is falsified by the attendance register which also contains the signature of the representative of the management. The management has produced two files relating to the contract works provided to Mithilesh Dutta Dwivedi but they have not produced the tender register nor they have produced any tender notice inviting the tenders. It appears that all the time only one contractor has been engaged by the management. Although the management has pleaded that the contractor used to be engaged for a very brief period and the bill submitted by such contractor is also of a brief period but the attendance register which has been signed by the representative of the management also it is clearly established that the concerned workmen worked round the year. Therefore, a vital question arises if the contractor is engaged for a very brief period then under whom the concerned workmen worked for the rest of the period. Apparently they are working under the direct control of the management of Kathara Coal Washery for the rest of the period. Moreover, the contractor is not having any licence, there is no tender notice, no tender register has been produced, there is no agreement between the so-called contractor and the management, therefore on lifting the veil it can be safely presumed that the plea of contract workers is nothing but a camouflage in order to conceal the real fact.

5. The management had examined two witnesses, out of which MW-1 is Halan Surin who has joined in Kathara Area on 30-8-2004 and he has no duty to supervise the work of the concerned workmen. He has come to say that they do not engage contractor for maintenance of railway track, but they do engage contractor for replacement of railway track and sleepers etc. on some occasion. He has further come to say that they have got their own departmental workers for repairing of the railway track but they have not filed any attendance register or paper to show that they have got permanent work force for maintenance of railway track. On the other hand, from the copy of attendance register filed by the concerned workmen which also contains the signature of P.W.I. of the management, goes to show that the concerned persons are working round the year in the maintenance of railway track. The another witness is Uma Shankar Prasad Singh who has come to say that they have got a gang workers for day to day maintenance and repair of railway track, but the management has not filed any paper to support this fact. He has filed paper relating the contractor for major repair and maintenance work for the years 1991 to 1995. Besides that he has proved the demand notice of the sponsoring union, rejoinder of the management before the Conciliation

Officer. From the materials on record it appears that the concerned persons are working round the year in the maintenance work of the railway track of Kathara Coal Washery which is very much essential for the transportation of coal from washery to captive power plant and also for transportation of raw coal into the washery and the work of the concerned persons is more than 240 days in a calendar year. Since they are working from the year, 1991 regularly but they are not getting proper wages nor they are getting the Provident Fund contribution and other benefits which a permanent worker is entitled to, therefore, it amounts to unfair labour practice. The so-called contractor is nothing but a camouflage because the management has not produced any registration certificate requires for engagement of contractor not the contractor is having any licence and moreover, the so-called contractor has been engaged for a very brief period but the concerned workmen are working round the year, therefore it appears that the concerned persons might have been engaged through contractor but they are working since 1991 and now they have become the workmen of the management of Kathara Coal Washery and therefore they deserved to be regularised as permanent employees of the management.

6. In the result, the following award is rendered:

The demand of the union for regularisation of S/Shri Ram Prasad Prajapati and 24 other workmen (as per list enclosed) is justified and they are entitled for regularisation on the permanent roll of Kathara Coal Washery of M/s. C.C. Ltd. Accordingly, the management is directed to regularise the concerned workmen on the permanent roll of Kathara Coal Washery of C.C.L. within 30 days from the date of publication of the award.

SARJU PRASAD, Presiding Officer

L-20012/110/99-IR(CD)

1. विसुन घासी
2. राम प्रसाद प्रजापती
3. मोहन ठाकुर
4. धर्मसिंह
5. त्रिभूवन घासी
6. खिरोजर प्रजापती
7. माधव लाल साय
8. जीवलाल महतो
9. हरी राम महतो
10. बाबुलाल मांझी
11. धर्मनाथ मांझी
12. शिव नारायण मांझी
13. बासुदेव घासी

14. बन्धन चांसी
15. किशुन यादव
16. राम विसुनदास
17. प्रमोद कुमार
18. नकुल महतो
19. राम सेवक सिंह
20. रमेश रविदास
21. जोगेश महतो
22. किशुन प्र. यादव
23. रामगोविन्द सिंह
24. राम किशोर बर्नवाल
25. मोहनबहादुर झलिसाह्य

नई दिल्ली, 8 अगस्त 2006

का.आ. 3583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गोहाटी के पंचाट [संदर्भ संख्या 11(C)/2002] को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-8-2006 को प्राप्त हुआ था।

[सं. एल-17011/1/2002 आई आर(बी. II)]

सौ गंगाधरण, अवर सचिव

New Delhi, the 8th August, 2006

S.O. 3583.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 11 (C)/2002] of the Industrial Tribunal Guwahati as shown in the Annexure in the Industrial Dispute between the management of LIC of India, and their workman, received by the Central Government on 3-8-2006.

[No. L-17011/1/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI,
ASSAM

REFERENCE NO. 11(C) OF 2002

PRESENT

Shri B. Bora,
Presiding Officer,
Industrial Tribunal, Guwahati

In the matter of an Industrial Dispute between

The Management of
Life Insurance Corporation of India,
Divisional Officer, Silchar

-Vs-

Shri Krishna Babu Sinha and others

APPEARENCE

Shri B. C. Pathak, Advocate : For the Management
Dr. M. Pathak, Advocate

Shri S. Dutta, Advocate : For the Workman.

Date of Award : 2-5-2006

AWARD

The Govt. of India, Ministry of Labour, New Delhi by a notification No. L-17011/1/2002 (IR-B-II) dtd. 29-5-2002 referred an Industrial Dispute between the Management of Life Insurance Corp'n. of India and their workmen Shri Krishna Babu Sinha and others on the following issue :

"Whether the demand of the Silchar Division Insurance Workers Organisation (BMS), Silchar for regularisation of services of S/Shri Krishna Banu Sinha, Tarun Kumar Sinha and Bidyut Kanti Nath by the management of Life Insurance Corporation of India, Divisional Office, Silchar is fair, just and legal? If yes, what relief the workmen concerned entitled to?"

On receipt of reference, a reference case was registered and notices were issued both parties calling upon them to file their written statements/addl. written statements and documents, if any. In response to the notices both parties appeared in this Tribunal and filed their written statement. Both parties also adduced evidences both oral and documentary in support of their respective cases.

The case of the workmen in brief is that :

That, Divisional Manager of the L.I.C.I. Silchar Division employed S/Shri Krishna Babu Sinha, Tarun Kr. Sinha with effect from 1-7-2000 and Shri Bidyut Kanti Nath with effect from 2-3-2001 and aforesaid workmen since their joining have been performing the duties of watchman in Divisional office itself situated at Meherpur, Silchar-15.

That, Divisional Manager, Silchar Division taking advantage of poverty and unemployment exploited the workmen by treating them as "Contractual Security Guard" with an intention not to regularise their service thereby to deny their rights and privileges such as Medical benefit, P.F., gratuity etc.

That, the workers all along disputed their nomenclature "Contractual Security Guard" which was purely mala fide and a hoax. There was no shadow of a contractor in the realm of their service. They were directly employed by the Corporation and their work was distributed and supervised by the officers of the Corporation. Therefore, in the interest of justice, the organisation of the workman filed a dispute before the Regional Labour Commissioner, Guwahati on 7-6-2001, and accordingly conciliation was fixed by RLC at Guwahati on 6-8-2001. However, Divisional Manager, Silchar Division on receipt of the aforesaid letter

of conciliation immediately terminated the service of the Shri Bidyut Kanti Nath with effect from 4-8-2001 so as to defeat his claim for regularisation as because Shri Bidyut Kanti Nath could not complete six months of service by that time although the other two workmen had already completed six months of service by that time and in place of aforesaid Bidyut Kanti Nath employed one Shri Samarjit Sinha who has been working as on date. It is submitted that in order to claim regularisation of one's service in any subordinate post of the Corporation, six months continuous service is essential as per LICI (Staff) Regulation, 1960 and Rules framed thereunder.

It is further submitted that prior to employment of the workman under reference there were two confirmed watchman amongst others in the same Divisional Officer i.e. Shri Bahauddin Choudhury, Shri S. N. Pathak, but both of them dies on 9-3-98 and 21-4-2000 respectively and following their death posts of confirmed watchman fell vacant and in order to cover up this shortage of watchman, Divisional Manager recruited those three workmen and engaged them for performing the job of watchman. In the light of above it would be evident that Krishna Babu Sinha and Shri Tarun Kumar Sinha have already completed two years of service with the Corporation while Shri Bidyut Kanti Nath could not complete six months of service as he had been terminated by the management to defeat his claim of regularisation by causing a breach of continuity of service thereby causing a wrongful loss to the employees and a wrongful gain to the management. Therefore, all the shall be regularised as per LICI (Staff) Regulation, 1960 and Rules framed thereunder.

The workmen have prayed for an award in their favour.

The management contested by filing written statement and stated :—

That the reference is liable to be dismissed for want of jurisdiction as the so-called workmen are not the workmen of the management and for the same reasons such outsiders cannot be the members of the trade union, namely, the Silchar Insurance Workers' Organisation, C/o Bharatiya Mazdoor Sangh. Moreover, the said trade union has no right to espouse any cause or claim of the said workmen under any provisions of law. The subject matter in the "schedule" of the reference also is not covered by the Third Schedule of the Industrial Disputes Act, 1947.

That the management under a very peculiar and unwarranted situation had the requirements of some manpower for security reasons to engage as security guards for the Divisional Office, Silchar of the management. There being an order of ban imposed by the competent authority restricting the recruitment of any kind of class III and IV posts, the management was not in a position to go for direct and regular recruitment of any such security guards/watchman although there was a need such

personnel due to the prevailing situations and crimes in the form of insurgency burglary, dacoity, theft, extortion, killing etc. As a result, the management, as a matter of policy, decided to find out the ways and means to tide over the situation temporarily by engaging such persons through some agency or contractor on contractual basis. The management could come to know that under such similar situations some Central Govt. departments, namely the Deptt. of Telecommunications, ONGC were already engaging such security guards and other personnel as security guards in their departments. The said departments have borrowed such services from the Cachar Ex-serviceman Association, a registered organisation established for such purpose. These type of personnel are lent by the said association in such department on the terms and conditions regulated by a contract for such services. The management had an initial verbal discussion and wanted to know about the terms and conditions of contract for services and also the proof of deployment of such personnel in other Central Govt. departments if there was any. In response to the said verbal query, the Cachar Ex-serviceman Association wrote to the management *vide* their letter No. CESA. 047151 dt. 12-6-2000 and submitted their offer stating therein the terms and conditions of the deployment of such security guards to the management.

On receipt of the said letter dt. 12-6-2000, the management accepted the said offer of the said Cachar Ex-servicemen Association communicated by the letter dt. 12-6-2000 and accordingly requested the said Cachar Ex-servicemen Association to deploy 3 security guards without arms to be placed for security in the Divisional office building at Silchar. This was communicated to the said association *vide* letter No. DMS/196 dt. 26-6-2000 addressed to the General Secretary of the said association.

As per requirement of the management which was communicated *vide* letter dt. 26-6-2000, the said association deployed 3 security guards in the said premise of the management with effect from 1-7-2000. The names and Bio-data duly certified by the General Secretary of the said association were communicated to the management *vide* association's letter No. CESA :047173 dt. 26-6-2000. The names of the security guards so deployed are as follows :

1. Ex. No. 14525216 NK. Tarun Kumar Sinha
2. Ex. No. 14549862 NK. Krishna Babu Sinha
3. Ex. No. 7771314Y NK. Bimal Kumar Sinha

Accordingly, the said association continued to deploy the security guards to the management and the management also in performance of contract and considering the services rendered by the said association by deploying security guards, made the payment of Bills raised by the said association in terms of the contract falling due every month with effect from the month of July 2000 to February 2002. The total amount is being drawn and paid through a singly cheque in every month in favour

of the General Secretary of the said association. The secretary of the said association after encashing the cheque makes the payment on behalf of the association to the respective security guards deployed with the management. The management entered into the contract with the said association for a "contract for services" of security guards and such contract was not a "contract of service" relating to the said security guards. The contract between the said association and the management is a valid and legal one and there is no illegality or infirmity in the said agreement.

That the management only borrowed the services of security guards from the said association against consideration on contract and the management had nothing to do with as to who, how and when would be engaged as security guards by the said association with the management. The control, management, deployment, withdrawal from deployment, matter of discipline, etc. were all managed by the said association. As the said association was the authority to regulate all such affairs, the management, therefore, was never an employer of the said security guards within the meaning of any provisions of the Industrial Disputes Act, 1947. The said association deployed initially 3 security guards, namely, Tarun Kumar Sinha, Krishna Babu Sinha and Bimal Kumar Sinha. But subsequently, one Bidyut Kanti Nath was deployed in place of Bimal Kumar Sinha, who was not willing to continue in such security duty. This was done and communicated by the said association to the management vide their letter CESA. 047028/dt. 1-3-2001. The said association also deployed another security guard namely, Samerjit Sinha in place of Bidyut Kanti Nath, who was withdrawn by the said association on disciplinary grounds.

The management has prayed for an award in its favour.

Let me now examine as to whether the Silchar Division Insurance Workers' Organisation (BMS) has the authority to espouse the case of the workmen in this reference. MW 1, Shri Alok Chakravarty, A.O. LIC Silchar Division office stated in his evidence that after construction of New Divisional office at Meherpur, the Divisional Manager decided to engage some security guards in the office and in this connection contacted the Cachar Ex-servicemen Association for deployment of some (3 Nos.) of security guards. The said agency submitted a written proposal on 12-6-2000 laying down certain terms and conditions for deployment of security guards. Ext. 3 is the said proposal. The LIC accepted the said terms and conditions and informed the agency about acceptance by a letter dt. 26-6-2000. Ext. 4 is the said letter. The agency also agreed to deploy the security guards and deployed three security guards w.e.f. 1-7-2000. This was communicated vide Ext. 1. The payments of the Security guards were made as per the bills prepared by the Cachar Ex-servicemen Association. Ext. 2 are some of such bills prepared by the Agency. Exts.

2(1) and 2(2) are some of the proof of such payments by a single cheque Ext. 5 is a letter of deployment of security guard Sri B. K. Nath. Ext. 6 is the letter of deployment of S. J. Sinha. On 1-9-2004 the Agency informed the LIC that it was going to withdraw B. K. Sinha and T. K. Sinha but the Agency did not withdraw them. Then on 3-9-2004 the Agency informed the LIC that it would withdraw all the security guards, and accordingly did so. The agreement between the LIC and the Agency was terminated. This witness stated that the security guards were the employees of the Cachar Ex-servicemen Association. They were never the employees of the LIC. The Agency made a clarification to the LIC that the security guards were the members of the Cachar Ex-servicemen Association. Ext. 7 is the said letter. The Agency also informed that LIC that the security guards in question cannot be the member of any Trade Union so long they are members of the Agency. Ext. 8 is the petition filed before the RLC by the General Secy. of the SDIWO (BMS) Silchar. Ext. 9 is the notice to the LIC. Ext. 10 is the written statement of the LIC. This witness deposed that the workmen were never the member of the BMS and therefore the BMS cannot espouse this case.

WW No. 1 Sri Tarun Kumar Sinha who is a workman of this reference deposed that he joined on 1-7-2000 as a watchmen at the Divisional office of LIC Silchar. He deposed that he was verbally appointed by the Divisional Manager. The post was a regular post. This witness stated that his salary Rs. 3050/- was paid by the Ex-servicemen Association. According to him his salary was Rs. 4208/- and when he raised objection in this regard the Divisional Manager threatened to discharge him. He then lodged his complaint with Silchar Divisional Insurance Workers' Union who took up the matter with the LIC.

This witness admitted in his cross-examination that he was not given any appointment letter on 1-7-2000. But he stated that he was given an appointment letter after one month thereof. But the said appointment letter is not available with him. He stated that the appointment letter of given to the President of SDIWO (BMS) Silchar. Further he admitted in his cross-examination that before joining in the LIC he served the Indian Army for 18 years. This witness further admitted in his cross-examination that he cannot say under what circumstances his salary was paid by the Cachar Ex-servicemen Association. He further admitted that vide Ext. 1 his signature and Biodatas were forwarded after attestation to the LIC. Ext. 1(1) is the signature of the Secy. of the Cachar Ex-servicemen Association. Ext. 1(2) are his Bio-datas. Ext. 1(3) is his signature. Ext. 1(2) mentions about his deployment as security guards Ext. 2 is a bill of salary of the security guards submitted by the Cachar Ex-servicemen Association. Ext. 2 is a payment voucher. Ext. 2(2) is the forwarding letter. This witness admitted that salary bills of the security guards are being prepared by the Ex-servicemen Association. This witness stated that the security guards are the members of the SDIWO w.e.f. 15-10-2000 and they pay membership fee.

Now from the evidence discussed above it can be seen that the workmen in question were not the employees of the LIC. They were the members of the Cachar Ex-servicemen Association and they were deployed by the Association at the Divisional office of the LIC on contractual basis. The documents proved by the MWI in support of the case of the LIC are sufficient to prove this fact. Since, the workmen were never the employees of the LIC, they cannot be the members of the Silchar Divisional Insurance Workers Organisation (SDIWO). Their claim as member of this Organisation is a fake claim which remained to be substantiated. This being the position, the SDIWO has no right to espouse the case of the workmen.

Being so situated, let me examine as to whether the case of the workmen comes under the preview of the Section 2-A of the I.D. Act, 1947 or not. If the case of the workmen does not come under the preview of the Section 2-A of the I.D. Act, the reference in hand shall not be maintainable. Section 2-A of the Act envisages that the individual cases of the workmen can be treated as Industrial Dispute only if such disputes relates to discharge, dismissal, retrenchment or termination of the workmen. If the case of an individual workman does not come within the four corners of these provisions, in that event the dispute cannot be treated as an Industrial Dispute and this Tribunal has no jurisdiction in such matter.

Moreover, the Third Schedule of the I.D. Act does not cover the case of the workmen and therefore this Tribunal cannot adjudicate upon the dispute in question.

Be that as it may, let me clarify something relevant to the case in hand and similar cases. To claim regularisation in an establishment by some casual or temporary workmen, the workmen must prove a jural relationship between the workmen and the establishment. Here in the case in hand, the workmen were deployed by the Cachar Ex-servicemen Association on contract basis for certain period. The workmen were paid by the Association who used to prepare bills and accepted the payments by cross-cheques. This fact is proved beyond any doubt by the Management. The workmen failed to prove that there was any jural relationship between the workmen and the Management of the LIC.

I have heard the arguments of the learned counsel for the Management. The learned counsel for the workmen remained absent on several dates. So he could not be heard.

The learned counsel for the Management mainly argued on the line that this reference is not at all maintainable as the workmen are not the members of the Silchar Divisional Insurance Workers Organisation and the said organisation has no right to espouse this case.

The other main point of argument was that there is no jural relationship between the workmen and the Management of the LIC.

The learned counsel further argued that the workmen were never directly employed by the LIC. Neither the

workmen were directly paid by the management. They were simply contractual workers.

The Trade Union which has represented this case has no right to espouse this dispute and the Trade Union has raised a dispute which is not tenable in law.

I have considered the materials on the record and the arguments of the learned counsel for the management and I am constrained to hold that the demand of the Silchar Division Insurance Workers' Organisation (BMS) is not at all fair, just and legal. This reference, therefore, fails.

The reference is answered accordingly.

Given under my hand and seal on his the 2nd day of June, 2006.

B. BORA, Presiding Officer

नई दिल्ली, 9 अगस्त 2006

का.आ. 3584.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 2/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-2006 को प्राप्त हुआ था।

[सं. एल-12011/104/1999-आई आर(बी. II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 9th August, 2006

S.O. 3584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 8-8-2006.

[No. L-12011/104/1999-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI SANT SINGH BAL : PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, NEW DELHI

I.D. NO. 2/2000

In the matter of dispute between :

Shri Nanu Ram, Through
Punjab National Bank Employees Union,
State Vice President, PNBEU (UO),
Param Dham Vishnu Dham Colony,
New Madav Nagar,
Saharanpur (UP)

...Workman

Versus

The Regional Manager,
Punjab National Bank,
Regional Office,
Church Compound,
Bhajoria Road, Saharanpur
(U.P.) 247001.

...Management

APPEARANCES

None for the workman.

Shri Jasmer Singh Manager H.R.D. P.N.B.,
Regional Office, Saharanpur along with
Shri R.K. Singhal, Officer H.R.D.

AWARD

The Central Government in the Ministry of Labour vide its order No. L-12011/104/99/I.R.(B-II) dated 23-12-1999 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Punjab National Bank, Regional Office, Saharanpur in denying the one priority mark to the workman on acquiring the intermediate qualification in Commerce is just fair and legal? If not, what relief the workman is entitled and from what date?”

2. Brief facts of this case as culled from record are that the workman Shri Nanu Ram is a permanent employee of the bank, is working as clerk-cum-cashier I/C at branch office R.P.S. Depot Saharanpur. He appeared in Inter Commerce examination of U.P. Board in 1982 after getting prior permission from the Bank. The U.P. Board declared as passed in its result and issued a mark sheet No. D56088 to Shri Nanu Ram and also issued a certificate No. 143879 in which it is clearly certified that he has passed the said examination. The workman Nanu Ram requested the Regional Manager to sanction him one priority mark of Inter Commerce for which he is entitled as per settlement 2/73, dated 16-6-1973 arrived at between the workman Union and the management of the bank and the management of Bank has denied to sanction on priority Mark to Shri Nanu Ram. The management of the bank has no right to supersede the decision of the U.P. Board, who issued the certificate and mark-sheet as passed in result of Inter Commerce. The action of the management is also against clause ‘3’ of settlement 2/73 dated 16-6-73. It is therefore prayed to hold the action of management of PNB as illegal and unjustified and in consequence thereof to grant the following reliefs.

- (A) Allow the workman one priority marks of Inter Commerce qualification from January, 1983.
- (B) Any other relief/reliefs that this Tribunal may deem fit, proper and expedient in the facts and circumstances of the instant dispute.

3. Management filed written statement raising preliminary objection that the dispute has not been duly and validly espoused by the said Union and has not filed

any document to indicate that the office-bearer of the said union is authorized to raise the alleged dispute. As such the dispute cannot be termed as industrial dispute in terms of Section 2(k) of the I.D. Act, 1947. It is also submitted that the president of the Union is not authorized to raise the dispute before the authorities under the provisions of the I.D. Act in terms of the constitution of the said union and for this reason also the dispute is not maintainable. It is alleged that a candidate fulfilling the following three conditions becomes eligible for one priority mark admissible for commerce qualifications :—

- (a) who has passed all the papers of commerce.
- (b) Who is entitled to certificate for Inter Commerce.
- (c) Who is also eligible to seek admission to B.Com.

4. It is alleged that the workman failed in the paper of Banking and passed only two papers of commerce out of three so he is not eligible for grant of one priority mark in terms of the bank's rules referred to above at para 2.

5. On merits it is not admitted that Nanu Ram was declared pass in all subjects. It is submitted that request of the workman has been considered by the competent authority and it was found that he is not eligible for grant of one priority mark as he failed in the paper of banking and passed only two papers out of three papers of commerce. It is therefore prayed that the dispute may be answered accordingly.

6. Written statement was followed by rejoinder wherein the facts contained in the claim statement were reiterated to be correct and controverted facts of the written statement were refuted.

7. Thereafter the workman filed his affidavit in evidence and was cross-examined on 12-7-2005 and workman evidence was closed and case was adjourned to 17-10-2005 for management evidence. Perusal of the record shows that the workman last appeared in this case on 12-7-2005 and thereafter on the subsequent hearings on 17-10-2005, 8-12-2005, 13-2-2006, 8-5-2006 and today on 1-8-2006 none appeared for the workman. Management filed affidavit of management witness on 13-2-2006 and for cross of management witness case was adjourned to 8-5-2006. On 8-5-2006 none appeared for the workman and case was adjourned to 1-8-2006 i.e. today. Today also none is present for the workman. It appears that the workman is not interested in the prosecution of this case. Hence No dispute award is passed. File be consigned to record room.

S. S. BAL, Presiding Officer

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3585.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय, हिसार के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट, औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 874/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-42012/100/95-आई आर(डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3585 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 874/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kendriya Vidyalaya, Hissar and their workman, which was received by the Central Government on 10-8-2006.

[No. L-42012/100/95-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT-II, CHANDIGARH

SHRI KULDIP SINGH: Presiding Officer

Case No. I.D. No. 874/2005

Registered on 21-10-2005

Date of Decision 6-12-2005

Shri Vijinder Singh S/o Shamlal
R/o Village and Post Satrod Kala,
Distt. Hissar- 125001

.....Petitioner

Versus

Principal Kendriya Vidyalay,
Hissar Cantt. 125001

....Respondent

APPEARANCES

For the Workman	:	Mr. I. S. Sidhu, Advocate.
For the Management	:	Mr. J. S. Rana, Advocate.

AWARD

The following reference was made by the Govt. of India for the adjudication of this Tribunal *vide* their reference No. L-42012/100/95 dated 30th May, 1996:

“Whether the action of the Management of Kendriya Vidyalay Hissar Cantt. in terminating the services of Shri Vijinder Singh is just, fair and legal? If not, to what relief the workman is entitled to?”

The notice of the reference was given to the parties. The parties appeared through their Counsel. The workman filed the Claim Petition to which the Management filed the Written Statement. In support of his claim the workman filed his affidavit and the Management filed the affidavits

of their witnesses, namely N.C Kocchar, P.L. Bansal and Bhupinder Kaur. However, they examined only P.L. Bansal, in support of their claim. The workman came in the witness box and proved his affidavit on 9th Jan., 2004. He also faced the questions of the Management in cross-examination.

The claim of the workman is that he was appointed as Peon on 9th Sep., 1991, on daily wages but was paid wages on monthly basis; that he served the Management upto 21st Sep., 1992 although the Management did not allow him to mark the presence after 17th Sep., 1992. Since after that day the Management also did not allow him to enter the premises of the Management and his identity card was also taken back by the CMP (Camp Military Police); that during the period he served the Management, his performance was to the satisfaction of the Management. However, the Management terminated his services without any charge sheet, inquiry and thus his termination from service was in violation of provisions of Industrial Disputes Act; that since the day of his termination, despite his best efforts, he has not been able to get work and is unemployed till date fully depending upon his parents. The workman has prayed for setting aside the order of termination of his services, reinstatement on the job he was working, with continuity of service and back wages. He has also prayed for any other relief which this Tribunal finds proper.

The Management has opposed the claim of the workman by taking preliminary objection to the maintainability of the Claim Petition. It is stated by them that the petition is not maintainable since it has been filed against the law and facts. The workman has no *locus standi* nor he has any cause of action to maintain this petition, which is also against the principles of natural justice as the workman has concealed the true facts from the Court. The petition is also bad having been based on wrong facts with *mala fide* and for the reason that neither the petitioner is a workman nor the Management is an industry. There is also no relationship of employee and employer between the parties; and that the workman was engaged on daily wages on need basis.

In reply to the claim of the workman made in the Claim Petition, it is stated by the Management that the facts given by the workman, in paras 1 to 6, are false; hence denied. Their part of story is that the workman was engaged on daily wages as per the need of the work and before recruiting him neither any interview was held nor there was any proper selection. There was also no regular job against which he could be appointed. Admitting that the workman had served the Management upto 17th Sep., 1992 they have stated that since there was no exigency of work, therefore, the workman was not engaged w.e.f. 18th Sep., 1992. There was no question of terminating his services. Contesting that the work of the workman was satisfactory it is stated by them that the Management did not violate the provisions of law and the principles of natural justice.

Since there was no appointment nor any termination, therefore, there was no necessity to charge sheet the workman or hold an inquiry against him. They have prayed for dismissing the claim of the workman with costs.

From the pleadings of the parties it is proved that the workman had served the Management from 9th Sep., 1991 till 17th Sep., 1992. Thus he served the Management continuously for one year and 8 days plus and this further proves that on the day of disengagement of the workman, on 17th Sep., 1992, he had put in more than 240 days continuous service preceding the date of termination of his services. Management examined Shri P.L. Bansal, the principal of the Management Vidyalay, as witness in the case. Sh. Bansal, in his affidavit, which he proved as correct and which has been exhibited as M-1, he stated that the engagement of the workman was irregular since neither any applications were called from General Public nor through employment exchange. Reiterating the facts stated in the Written Statement, he further stated that since the workman was engaged on daily wages, therefore, he did not fall in the category of workman. It is further stated by him that the employment of the workman was not done after an open competition, therefore, he is not entitled to any relief of reinstatement. When cross-examined further he denied that his affidavit is beyond the pleadings. He admitted that his affidavit was prepared on his instructions.

We find that the defence of the Management is to the claim of the workman is purely on the basis of pay that neither the petitioner is a workman nor the Management is an industry, therefore, the claim of the workman is not maintainable; the workman was engaged on day to day need basis and was not recruited after open competition having been recommended by the employment exchange. His appointment was thus irregular and he had no right to claim reinstatement; see that there was no order of appointment of the workman nor any termination order, was given to him, therefore, there was no question of giving him any charge sheet or holding any inquiry against him. The position is very clear that the workman was not given any notice, before the termination of his services. He was also not paid termination compensation nor a notice was given to the appropriate govt. about the proposed termination of the workman. The Management, therefore, clearly violated the provisions of Sec. 25F of the Industrial Disputes Act, 1947, hereinafter to be referred as "Act", as it is admitted by the Management that the workman had served them continuously from 9-9-1991 to 17th Sep., 1992, that is, for more than 240 days continuously preceding the date of his disengagement from service.

The Management has not shown as to how the petitioner is not a workman and how they are not an industry. The law is now settled that in order to be a workman a person need not to be employed in a substantial capacity or on a temporary basis, in the first instance. In other words,

every person employed in an industry, irrespective of his status, be it temporary, permanent or on a probationer, would be a workman as has been held by the Karnataka High Court in the case of *Hutchiath V/s. Karnataka State Corporation* (1993 1 LLJ 30). The Hon'ble High Courts of Gujarat and Rajasthan in the cases of [1984 (2) LLJ 75] and [1989 (2) LLJ 289] have defined as to what workman is. Sec.2 (S) of the Act clearly defines that a person employed in an industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for higher or reward whether the terms of employment is express or implied and for the purpose of any proceeding under the Act, in relation to an Industrial Dispute, includes any person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge, retrenchment has led to the dispute.

The Management has claimed that they are not an industry. The Hon'ble Supreme Court has defined the word "industry" in the case of *Bangalore Water Supply and Sewerage Board V/s. A. Rajapaa*, reported as 1978 LAB IC 778. They have held that where there is a systematic activity, organized by co-operation between the employer and employee, for the production and/or distribution of goods and services calculated to satisfy human wants and wishes, prima facie there is an industry. Their lordships have further held that if the three test listed above are fulfilled even in the case of professions, clubs, education institution, cooperative and research institutes, charitable project and other kindred adventures, they fall in the category of industry. In the present case the Management has not shown as to how they are not an industry. It should not be presumed, but their case, at the best, can be that they being an educational institution did not fall in the category industry.

In view of the discussion made above their plea in this regard does not hold good and is rejected. In view of the discussion made above I am of the opinion that the action of the Management of Kendriya Vidyalay, Hissar Cantt. in terminating the services of Shri Vijinder Singh was not just, fair and legal. Therefore, the termination of workman is set aside. He is treated to be in service as if there was no order of his termination passed by the Management. He is entitled to all service benefits including back wages. But keeping in view the fact that the workman must have earned at least to feed his family he will be entitled to 50% of the wages. The Management is directed to take him back in service immediately and pay him back wages within three months from today failing which the workman shall also be entitled for interest on the amount due at the rate of 9% p.a. The award is passed against the Management. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फॉर्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1158/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-14012/14/2000 आई आर(डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3586.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1158/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 10-8-2006.

[No. L-14012/14/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

SHRI KULDIP SINGH: Presiding Officer

CASE No. I.D. No. 1158/2005

Registered on 26-9-2005

Date of Decision 2-8-2006.

Shri Swaran Singh S/o Shri Mehar Singh C/o Shri B. R. Parbhakar, 63-C, Kailash Nagar, Model Town, Ambala (Haryana)

Petitioner

Versus

Office Incharge, Military Farm, Ambala Cantt. (Haryana)-133001

Respondent

APPEARANCE

For the Workman : None

For the Management : K.K. Thakur, Advocate.

AWARD

The workman continues to be absent. It has been taken note of in the order dated 8th Dec., 2005, that the workman was issued notices more than once and the same were received back with the report that the workman could not be served. This fact was also taken note of that the workman was issued notices through his representative Shri B. R. Parbhakar, on his address in Model Town, Ambala. Shri Parbhakar was appearing as representative of other

workman also and in those cases it was reported that Shri Parbhakar has died. Shri Dhani Ram who later on appeared as representative of the workman also expired. On record there is no other address on which the workman could be served. As per the record of this file the workman himself never appeared in this case in person except when the case was to be listed for consideration in the Lok Adalat. It is in these circumstances that the case is being considered in the absence of the workman.

The Govt. of India desired of this Tribunal to adjudicate upon whether the action of the Officer Incharge, Military Farm, Ambala Cantt. in terminating the services of Shri Swaran Singh w.e.f. 16th Oct., 1997 was just and legal? If not, to what relief the workman was entitled to. Supplementing the reference the workman claimed that he was employed as daily wager by the Management on 10th Dec., 1993 and he served them up to 15th Oct., 1997 continuously; that the Management abruptly terminated his services on 16th Oct., 1997 without assigning any reason and without following the provisions of Industrial Dispute Act. He was neither given any notice nor compensation before terminating his services. The Management retained his juniors in service and also made fresh recruitments after his disengagement. He prayed for declaring termination of his services bad in law and for a relief of reinstatement alongwith benefits of continuity of service and back wages. He filed his affidavit in support of his claim.

The Management opposed the claim of the workman stating that the workman had left the job at his own in 1997 and was not retrenched by them and since the workman had left the job himself, therefore, there was no question of paying him the compensation. It is further their claim that the workman has come to the Tribunal after 3 years. Therefore, his petition is not maintainable. Denying the claim made in the petition it is stated by them that since the workman had himself left the job, therefore, he has no ground to maintain the present petition. Thus the Management has categorically denied the claim made by the workman.

Thus I find that except the pleadings of the parties, there is no evidence to support the claim of the workman except his own affidavit which cannot be considered for the reason that the facts therein have been denied by the Management. Secondly the workman has not come in the witness box to face the cross examination by the Management so as to add weightage to it. Rather I find that the workman has failed to produce any evidence to show that his services were terminated by the Management on 16th Oct., 1997, in violation of provisions of Industrial Dispute Act and the principles of natural justice. Since there is no evidence in support of the claim of the workman, therefore, I do not find any reason to hold that the services of the workman were terminated by the Management on 16th Oct., 1997; and that the said action of the Management

was unjust and legal. The award is passed against the workman holding that the workman is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 10 अगस्त 2006

का.आ. 3587.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गोल्डन लॉयन कैण्टीन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 53/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-14012/36/2004-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Golden Lion Canteen and their workmen, which was received by the Central Government on 10-8-2006.

[No. L-14012/36/2004-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER : SHRI KULDIP SINGH

CASE No. I. D. No. 53/2004

Registered on : 30-11-2004

Date of Decision : 28-07-2006

Uttam Kumar Biswas, H. No. 2, Lucky Complex, Anand Nagar, 'B' P. O. Boh, Ambala Cantt.

.....Petitioner

Versus

The Manager, Golden Lion Canteen, 6, K.E. Lines, Ambala Cantt.

.....Respondent

APPEARANCE:

For the Workman : Balbir Singh Saini,
AR.

For the Management : C. M. Sharma,
Advocate

AWARD

Vide their notification No. L-14012/36/2004-IR(DU) dated 8th November, 2004, the Govt. of India referred the following matter for the adjudication of this Tribunal :

"Whether the action of the Management of Golden Lion Canteen, Ambala Cantt. in terminating the services of Shri Uttam Kumar Biswas, Ex-Salesman, w.e.f. 28-2-2003 even without providing the ample opportunity to defend his case and inflicting disproportionate punishment of removal from service on him is just and legal? If not, to what relief the workman is entitled?"

The notice of the reference was given to the parties and the workman appeared through representative whereas the Management appeared through Counsel as well as representative. The workman filed the claim petition to which the Management filed the reply. The workman supported his claim petition with his affidavit. He also filed the rejoinder to the Written Statement of the Management. The Management filed the affidavit of their witness. They also produced photocopies of the inquiry report and other documents related to the inquiry. Both the workman as well as the witness of the Management also came in the witness box and they were cross-examined by the opposite side. The representatives of the parties argued in the matter.

I have gone through the file and have also considered the submissions made by the parties. The claim of the workman is that he was employed by the Management as Salesman on 8th November, 2000 and his services were terminated on 27th February, 2003, on the ground that the workman, in his capacity, as Group Incharge liquor stores, was found having allowed the sale of 12 bottles of whisky, Royal Challenge, to unauthorized person and thereby was guilty of misconduct. Giving the detail of the order of his termination and the provisions related to the sales of goods etc. the workman further stated that his termination was bad in law, unjust and improper, as the Management failed to observe the provisions of Industrial Disputes Act and other laws. They also did not follow the principles of natural justice. The workman has prayed for declaring the termination of his services as illegal and he may be given the relief of reinstatement in service with full back wages and all other benefits of service as if there were no orders of his termination.

The Management has opposed the claim of the workman on a number of grounds. It is their preliminary objection that this Tribunal has no jurisdiction to answer the reference as neither the petitioner is a workman nor the Management is an industry, therefore, the Management is not a subject of Industrial Disputes Act. That the workman has not arrayed the necessary parties to the dispute, therefore, the petition is not maintainable; that since the workman himself confessed, in writing, on 17th December, 2002 his guilt, therefore, he cannot now challenge it; that

the workman has concealed material facts and also there is no cause of action with him to maintain this petition; hence the petition is not maintainable.

On merits it is the claim of the Management that the services of the workman were terminated after conducting a disciplinary inquiry against him and the final order of termination was passed by the Managing Director; that during the inquiry the workman was provided with list of witnesses and documents. He was informed of the appointment of inquiry officer and was also provided with assistance to defend himself; that after holding the inquiry, in accordance with rules and procedures, the Inquiry Officer submitted the report where upon the punishing authority issued a notice to the workman and also provided a copy of the Inquiry Report to him and gave him the chance to explain his position. The workman was also given personal hearing by the punishing authority. The workman confessed his guilt before the punishing authority. After taking into consideration the inquiry report, the confessional statement of the workman, the punishing authority passed the order of his termination from his service. Defending the order of termination the Management has stated that the order is legal, just and proper and is based upon the confessional statement of the workman; that since the workman had allowed the sale of liquor to unauthorized person, therefore, the Management lost faith in him and he was discharged from service; that though the workman had confessed his guilt therefore, there was no necessity of holding a domestic inquiry still the Management following the principles of natural justice, held a detailed inquiry in the matter and provided full opportunity to the workman to defend himself. The charges against the workman were fully proved in the domestic inquiry and thereafter, the order of his termination was passed by the competent authority. For these reasons the workman is not entitled to any relief.

As per the case of the Management, the workman was charged with the serious lapse in the terms that he being group incharge liquor store allowed unauthorized sale of 12 bottles of whisky Royal Challenge at the rate of 200 per bottle against the CSD rate of 184, through N.K. Niranjn Singh, Care-taker, to a civilian named Pardeep Bhardwaj, who was not authorized to purchase the CSD stores. It is further their case that during the inquiry conducted by Lt. Col. B. K. Mathur, the workman was found guilty of the charges levelled against him. Therefore, he was issued a notice to show cause as to why the punishment proposed be not awarded to him. The workman was provided with a copy of the inquiry report. He was also given opportunity of personal interview by the punishing authority, where the workman pleaded guilty to the charge. Thereupon, the Management passed speaking order terminating the services of the workman. The workman was given full opportunity to defend himself and he did not raise any finger against the evidence rather he himself admitted the charge. It was in those circumstances that his

services were terminated.

I have gone through the inquiry report and evidence available on record. In my opinion the claim of the Management is not supported by their own evidence. The Management has placed on record document exhibit M-7 which is the charge framed against the workman. It reads that on 16th Nov., 2002 it was reported that 12 bottles of whisky Royal Challenge were sold by N.K. Niranjn Singh at the rate of Rs. 200 per bottle to a civilian named Pradeep Bhardwaj and the workman being incharge of Liquor Group store should explain the sale of liquor to unauthorized person and without making any bill for it. The charge-sheet is dated 27th Nov., 2002. There is another document titled as statement of charges against the workman dated 10th Dec., 2002 which also reads in the same language. Thus, the charge against the workman was that he being Group Incharge Liquor Store, allowed the sale of 12 bottles of whisky Royal Challenge at the rate of Rs. 200 per bottle against the CSD rate of Rs. 184 per bottle through N.K. Niranjn Singh Care-taker, to a civilian, Pradeep Bhardwaj who was not authorized to purchase the CSD stores. In support of the statement of charges, the Management informed the workman that they will produce Hawaldar Dilip Chetri, Pradeep Bhardwaj and Capt. Bachan Ram as witnesses and the documents to be produced against him will be CMP report and liquor bills. Turning to the report of the CMP dated 16th Nov., 2002, we find that as per this report, on 15th Nov., 2002 at about 11.02 in the morning, Dilip Chetri found one Pradeep Bhardwaj carrying a case containing 12 bottles of whisky Royal Challenge and on inquiry it was found that N. K. Niranjn Singh, Care-taker who was posted in the Liquor Group Store of Golden Lion Canteen, Ambala, had sold whisky to said Pradeep Bhardwaj, without issuing any bill and charged Rs. 200 per bottle as the cost of the liquor. This report nowhere mentions the name of U.K. Vishwas having been involved in any manner in the sale of the liquor. During the inquiry against the workman the Management examined N.K. Niranjn Singh, Hawaldar Dilip Chetri, Capt. Bachan Ram, Pradeep Bhardwaj as witnesses. The statement of the workman U.K. Vishwas was also recorded. Hawaldar Dilip Chetri gave the account of sequences in which he had caught Pradeep Bhardwaj carrying the case containing 12 bottles of whisky Royal Challenge and on his inquiry he was told that the liquor has been purchased at the rate of Rs. 200 per bottle. According to him Pradeep could not name the person who sold the liquor to him but stated that he can recognize the person; that he reported the matter to the Canteen Manager, on whose inquiry N.K. Niranjn Singh first refused to have sold the liquor but, later on admitted his fault. He was questioned by the Inquiry Officer, at length like the representative of the Management and not as an Inquiry Officer. The witness was put a direct question that how much U.K. Vishwas was involved in the sale of liquor. He was categorical that U.K. Vishwas was not

involved. The Inquiry Officer repeated the question and allowed the witness to answer after going through the statements he had recorded on 15th Nov., 2002. Hawaldar Chetri answered that it was N.K. Niranjana Singh who had taken quota from Hawaldar Vishwas and without the knowledge of Hawaldar Vishwas, had given the quota to the civilian. Thus, we find that this Hawaldar Chetri did not say even a word against the workman.

Pradeep Bhardwaj was the next witness of the Management who was also examined by the Enquiry Officer. Mr. Bhardwaj in his statement reported that since there was marriage function in his family he went to the Golden Lion Canteen and asked the liquor sales man for whisky Royal Challenge, who at first refused but later on agreed to give that and he paid Rs. 2400/- to him. While carrying the whisky he was caught by the CMP. He was put a direct question whether it was Hawaldar Vishwas to whom he had asked for liquor. He replied in negative and stated that the person to whom he had asked for liquor was slightly healthier than the Vishwas. On a further question that among N.K. Niranjana Singh and Vishwas, who was the person to whom he had asked for liquor. He categorically replied that he was not Hawaldar Vishwas. Regarding Niranjana Singh he stated that the liquor was placed on the counter by a Sikh Gentleman. He further stated that the person who had refused first, then spoke to Niranjana Singh, and that person was sitting behind the counter. He further stated that he had paid Rs. 2400/- in the denomination of Rs. 100/- and 50/- and the delivery of the liquor was given to him by Niranjana Singh, who kept the liquor on the counter. The Inquiry Officer again put the question to the witness whether it was Hawaldar Vishwas who had given the liquor to him. The witness denied. Thus, we find that Pradeep Bhardwaj did not utter a single word against the workman so as to connect him with the sale of liquor. The repetition of questions about the involvement of Vishwas by the Enquiry Officer shows that he was not fair and wanted to see that Biswas was involved.

The Management examined the third witness Capt. Bachan Ram who, as per his own statement, was not a witness either to the sale of the liquor or its seizure. He came to know about the sale of liquor from the CMP. He admitted that Hawaldar Chetri told him that the liquor was given by N.K. Niranjana Singh. This witness further stated that on his asking, Niranjana Singh denied the sale of the liquor by him. When he asked Niranjana Singh in presence of Hawaldar Vishwas and Subedar Balwinder Singh, both Niranjana Singh and Hawaldar Vishwas, blamed each other. However, Niranjana Singh confessed his guilt. According to him Hawaldar Vishwas admitted that Niranjana Singh asked him for his quota of liquor and he had agreed for that he further stated that 2 bills of 6 bottles of whisky were issued at 11.21 hrs. The Inquiry Officer, asked Capt. Bachan Ram, as how much Hawaldar Vishwas was involved in the sale of liquor, he stated that since Hawaldar Vishwas was

liquor store incharge, it was his responsibility about the happenings in the store. If by being incharge of liquor group, Hawaldar Vishwas had so much responsibility, then what was the responsibility of this witness, as Manager of Golden Lion Canteen. Neither this question was put to the witness nor the witness himself stated anything in this regard. It is a fact that in the institutions all the employees are supposed to be responsible for their conduct of the work, they are assigned. A supervisor can be expected to check not more than 10% of the transactions done by his subordinates. The responsibility of the supervisor comes only when his animosity is established in the questionable transaction. No doubt, his failure to locate the mistake does not absolved him of the liability, although the punishment for that cannot be that harsh as of losing the job.

In answer to the questions whether the liquor was given to the civilian with the knowledge of Hawaldar Vishwas, he stated that since Hawaldar Vishwas had told him that N. K. Niranjana Singh had asked for 6 bottles from him, thus, the Hawaldar Vishwas must have the knowledge about the giving away of the liquor. He admitted that no deficiency was found in the stock of the liquor.

The perusal statements of these three witnesses clearly show that none of the witnesses spoke about the involvement of the workman in the alleged sale of the liquor. No doubt, Capt. Bachan Ram, as Manager of the Canteen presumed the involvement of Hawaldar Vishwas in the sale of the liquor to the unauthorized but on a flimsy ground, but that does not directly prove the involvement of the Hawaldar Vishwas in the sale of liquor to unauthorized on the rates more than the rates fixed by the CSD. Therefore, I do not find any evidence on record to connect the workman with the sale of the liquor. This also proves the unfairness of the Enquiry conducted. I have not found any confessional statement of workman on record, which the Management has referred in their pleadings.

Now coming to the procedural part of the inquiry I find that the Management has failed to prove that they had followed the procedure required to be followed in holding the inquiry; and that of principles of natural justice. A bare perusal of the inquiry report shows that the Management did not appoint a presenting Officer in the inquiry. They further failed to provide opportunity to the workman to engage his defence representative. The manner in which the inquiry officer put the questions to the witnesses clearly suggests that he mixed up his position that of Inquiry Officer as well as presenting Officer. This itself shows that he did not follow the principles of natural justice. An inquiry officer though may not be a judicial officer, he is expected to act in a judicial manner. His conduct should not only show that he is impartial but his working must exhibit impartiality. I find want of this aspect in the inquiry proceedings. As stated above the Enquiry Officer put the

same question to the witness repeatedly as if he wanted to see that the workman is involved in the incident.

Management produced Lt. Col. P. C. Vohra as their witness who in his statement could not say whether the lists of witnesses had been provided to the workman or not, at the time of serving the charge sheets on him. He said the same about the list of documents, when stated that from the record he cannot make out whether the list of documents were served upon the workman along with the charge sheet or not. He claimed that he had produced the witnesses of the Management before the inquiry officer, but the statement of the witnesses do not show that they were produced by Mr. Vohra as no questions are shown to have been put to the witnesses by him. Had he put the questions to witnesses then why the inquiry officer did not record the questions having been put by Mr. Vohra. He admitted that the Management had not produced any evidence to show that the seized liquor was the property of the Management.

After going through the evidence available on the record I am of the opinion that a fair and proper inquiry was not conducted by the Management against the workman before terminating his services. I am further of the opinion that the Management has failed to produce any evidence to connect the workman with the charge framed against him. The Management was allowed to produce evidence to show that even if the inquiry was held to be not proper and fair, they have sufficient evidence to show that the workman was involved in the incident, therefore, the punishment awarded to him was just and legal. The Management was provided full opportunity to produce the evidence, but they examined only one witness who was not directly connected with the incident and the said witness could not show that the workman was involved in the sale of alleged liquor to an unauthorized person.

It has come in the evidence that the liquor was sold in the name of two official of the management who were ex-servicemen but there has come no evidence on record to shown that they were not entitled to buy six bottle of whisky each and the issue of liquor in that quantity in their name was illegal. It is true that the liquor was found in possession of an unauthorized but it is not show that the said liquor was handed over to the civilian, by U. K. Vishwas although there has come evidence that it was N. K. Niranjana Singh who had received the money and had given the liquor to Pradeep Bhardwaj, the witness in the case.

The next plea raised by the management is that they are not industry, therefore, the proceeding under the Industrial Dispute Act could not be initiated against them. The question whether an establishment is an Industry fell for the consideration of Hon'ble Supreme Court in the case of Bangalore Water Supply and Sewerage Board V/s A. Rajjappa 1978 LAB IC 778. Their lordship defined as to what industry is. They categorically held that where there

is systematic activity, organized by the cooperation between employer and employee, for the production, distribution of goods and services, calculated to satisfy the human wants and wishes, *prima-facie*, it is an industry. The authority relied upon by the Management reported as 1972 LAB IC 776 was also considered by their lordship in that judgment and did not agree with the conclusions. The Management, in this case, has not been able to show that they did not fall in the category of the establishments defined by the judgment of the Supreme Court as industry in the Bangalore Water Supply and Sewerage case (supra), therefore their claim in this regard is rejected.

After going through the facts and the circumstance of the case, I am of the opinion that management has failed to show that they held fair and proper inquiry against the workman thus the enquiry report and the punishment awarded in that cases is quashed. I am further of the opinion that the Management has also failed to show that the evidence available with them is sufficient to justify the punishment awarded to the workman. In my opinion the punishment awarded was too harsh and disproportionate. I am further of the opinion that the Management has failed to observe the provision of Sec. 25-F of the Industrial Dispute Act as, they did not issue notice to the workman before terminating his services nor paid him the salary in lieu of the notice period. They also did not pay him the termination compensation and also did not inform the appropriate Govt. about the proposed termination. As such the termination of the workman is bad in law and for this reason also the termination is quashed.

Now the question comes as to what relief the workman is entitled to. There has come no evidence on record that the workman remained gainfully engaged after the determination of his services. There was no question put to him in this regard nor he himself said anything in this regard. In the statement of claim he however, claimed for full back wages and all other service benefits including continuity in service. As per law it was the duty of the workman to prove that he was not gainfully engaged from the date of termination of services and so he should be given full back wages. Since he has failed to prove this fact, it is presumed that he did earn during the period of termination of his services. However when his termination from service has been quashed, he deserve to be paid back wages, if no more, at least to supplement his expected earning during that period. Therefore, if allow him back wages to the tune of 25%. The Management is directed to take him back in service immediately and give him all service benefits which he would have got as if there was no order of termination of his service. The back wages be paid only to the extent of 25%. The award is passed in these terms. Let a copy of it be sent to appropriate Govt. for necessary action and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3588.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1004/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/465/99 आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3588.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1004/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/465/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

Case No. I.D.No 1004/2005

Registered on 17-09-2005

Date of Decision 2-08-2006

Shri Ashok Kumar C/o Shri N. K Jeet, President, Telecom Labour Union, 27349 Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)

.....Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

.....Respondent

APPEARANCE:

For the Workman	:	Mr. N.K Jeet
For the Management	:	Ms. Deepali Puri, Advocate

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No. 521 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory

period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs.100 as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Government of India, vide notification No. L-40012/465/1999/IR(DU) dated 13th March, 2000 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Ashok Kumar, a workman, engaged through Contractor Shri Ashok Kumar Sharma w.e.f 1st March, 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as a Peon in the office of GMT Hoshiarpur w.e.f 1st Dec., 1997 on a monthly salary of Rs.1780/- upto 31st Aug., 1998; that the Management terminated his services without any charge sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them Management had entered into a contract with one Ashok Kumar Sharma, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such, the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties.

They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wage has been withdrawn by the Government. They have denied that the Management has violated the provisions of Industrial Disputes Act, 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st Dec., 1997 on a salary of Rs. 1780 per month as a Peon with office of GMT Hoshiarpur and his services were terminated by the Management on 31st Aug., 1998, without following the provisions of Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3589.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1044/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/489/2000-आई आर(डी यू)]
सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3589.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1044/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their

workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/489/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

SHRI KULDIP SINGH

PRESIDING OFFICER

Case No. I.D. No 1044/2005

Registered on 19-09-2005

Date of Decision 2-08-2006

Shri Harbans Lal C/o Shri N. K. Jeet, President, Telecom Labour Union, 27349 Mohalla Hari Nagar, Lal Singh Basti Road Bhatinda (Punjab)

...Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

.....Respondent

APPEARANCE

For the Workman : Mr. N.K Jeet

For the Management : Ms. Deepali Puri,
Advocate.

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No. 512 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs. 100/- as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Government of India, vide notification No.L-40012/489/2000/IR(DU) dated 29th Dec., 2001 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Harbans Lal, a workman, engaged through Contractor

Shri Ashok Kumar Sharma w.e.f. 28th Feb., 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as a workman in the office of SDOP/T, Hoshiarpur w.e.f. 1st Jan., 1995 on a monthly salary of Rs. 2138 upto 28th Feb., 1999 that the Management terminated his services without any charge-sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Ashok Kumar Sharma, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands, as, according to them, the power of engagement of daily wage has been withdrawn by the Govt. They have denied that the Management has violated the provisions of Industrial Disputes Act, 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st Jan., 1995 on a salary of Rs. 2138 per month as a workman in office of SDOP/T, Hoshiarpur and his services were terminated by the Management on 28th Feb., 1999, without following the provisions of

Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3590.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1046/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/485/2000-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3590.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1046/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/485/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

PRESIDING OFFICER : SHRI KULDIP SINGH

Case No. I.D.No 1046/2005

Registered on 19-09-2005

Date of Decision 2-08-2006.

Shri Mohinder Singh C/o Shri N. K. Jeet, President,
Telecom Labour Union, 27349, Lal Singh Basti Road
Bhatinda (Punjab)

...Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

...Respondent

APPEARANCE

For the Workman : Mr. N.K. Jeet
 For the Management : Ms. Deepali Puri
 Advocate.

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No. 512 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June, 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs. 100 as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Government of India, vide notification No. L-40012/485/2000/IR(DU) dated 29th Dec., 2000 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Mohinder Singh, a workman engaged through Contractor M/s. Ram Krishan Budhram w.e.f. 28th Feb., 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as a workman in the office of SDOT, Tanda w.e.f. 1st May, 1985 on a monthly salary of Rs. 2138 upto 28th Feb., 1999 that the Management terminated his services without any chargesheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Ram Krishan Budhram, to provide labour to the Department for performing emergency work. Thus

the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wagger has been withdrawn by the Government. They have denied that the Management has violated the provisions of Industrial Disputes Act, 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st May, 1985 on a salary of Rs. 2138 per month as a workman in office of SDOT, Tanda and his services were terminated by the Management on 28th Feb., 1999 without following the provisions of Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 10 अगस्त, 2006

का.आ. 3591.-औद्योगिक विवाद अधिनियम, 1947 (1947 क़ 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 965/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/28/2000-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 965/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/28/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

**ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

PRESIDING OFFICER : Shri Kuldip Singh

Case No.L.D.No 965/2005

Registered on 15-9-2005

Date of Decision 2-8-2006.

Shri Kuldip Singh C/o Shri N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)

Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

Respondent

APPEARANCE

For the Workman	:	Mr. N.K. Jeet
For the Management	:	Ms. Deepali Puri, Advocate

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No. 514 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence management of Rs.100/- as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of

his witness is present. It is in these circumstances his evidence has been closed.

The Government of India, vide Notification No.L-40012/28/2000/IR(DU) dated 30th May, 2000 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (PB.) in ordering disengagement/termination of services of Shri Kuldip Singh, a workman, engaged through Contractor Shri Ashok Kumar Sharma w.e.f 1st March, 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as Cable Joiner in the office of SSA Hoshiarpur w.e.f 1st Dec., 1993 on a monthly salary of Rs. 2138/- upto 28th Feb., 1999; that the Management terminated his services without any chargesheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Ram Krishan, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wage has been withdrawn by the Govt. They have denied that the Management has violated the provisions of industrial Disputes Act, 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavit cannot be considered as a piece of

evidence since the Management has not got the opportunity to test the averments made in the affidavit by cross-examining the workman. In short I, do not find any evidence on record to show that the workman had served the Management from 1st Dec., 1993 on a salary of Rs. 2138/- per month as a Cable Joiner with SSA Hoshiarpur and his services were terminated by the Management on 28th Feb., 1999, without following the provisions of Industrial Dispute Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case, as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 10 अगस्त 2006

का.आ. 3592.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 647/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/334/99-आई आर(डी यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 647/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Department of Telecom and their workman, received by the Central Government on 10-8-2006.

[No. L-40012/334/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER: Shri Kuldip Singh

CASE NO. I.D. No 647/2k5.

Registered on 24-8-2005.

Date of Decision 31-7-2006.

Shri Gurmail Singh C/o Shri N. K. Jeet, President, Telecom Labour Union, Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)

...Petitioner

Versus

The General Manager, Department of Telecom, Bhatinda (Punjab)-151001

...Respondent

APPEARANCE

For the Workman	:	None
For the Management	:	G.C. Babbar, Advocate

AWARD

The Govt. of India vide their Notification No.L-40012/334/99-IR(DU)) dated 27th Jan., 2000 referred the following dispute for the adjudication of this Tribunal :

“Whether the action of the Management of General Manager, Telecom, Bhatinda in terminating the services of Sh. Gurmail Singh S/o Sh. Lora Singh is legal and justified? If not, to what relief the workman is entitled and from which date?”

The notice of the reference was given to the parties. The workman appeared through representative whereas the Management appeared through Counsel. The workman filed statement of claim and the Management filed their reply, duly supported by affidavit of their Divisional Engineer, Rajinder Singh. They also placed on record photo copies of the documents R1 to R18. The workman filed the affidavit of his representative and also placed on record some documents. He also filed his rejoinder.

The record of the file shows that the workman stopped appearing in the case right from Jan., 2006. His representative also did not appear. Finally a notice under R/C was sent to him under Postal Receipt No. 2358 dated 31st March, 2006. Till 1st May, 2006, the next date fixed in the case, neither the workman appeared nor the notice sent to him was received back unserved and the Court presumes that the notice was served upon the workman, but he has not appeared and this showed that the workman has lost interest in prosecuting this case. The Court further showed indulgence and waited for the workman till today, although there was no specific order in this regard. The workman is not present even today and that supports the conclusions the Court has arrived at against him.

On record there is no evidence nor even the statement of the workman in support of his claim. The Management has categorically denied the claim made by him in the statement of claim. They have also placed on record documents including the agreement to provide the labour to the Management by a contractor. Thus, there is no evidence on record to show that the Management had engaged the workman on 1st Jan., 1993, on a salary of Rs. 2138/- per month and he served them upto 1st March, 1999. There is also no evidence to show that the Management had terminated the services of the workman in violation of provisions of Industrial Disputes Act and principles of

natural justice. The workman is, therefore, not entitled to any relief. The award is passed against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. and file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3593.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1002/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/467/99 आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3593.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1002/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between employers in relation the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/467/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

SHRI KULDIP SINGH, Presiding Officer

Case No. I.D.No 1002/2005

Registered on 16-9-2005

Date of Decision 2-8-2006.

Shri Sodhi Ram C/o Shri N. K. Jeet, President, Telecom Labour Union, 27349 Mohalla Han Nagar, Lal Singh Basti Road, Bhatinda (Punjab)

...Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

...Respondent

APPEARANCES

For the Workman	:	Mr. N.K Jeet.
For the Management	:	Ms. Deepali Puri, Advocate.

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No.520 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs. 100/- as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Govt. of India, vide notification No.L-40012/467/1999/IR(DU) dated 13th March, 2000 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Sodhi Ram, as a workman, engaged through Contractor Shri Ashok Kumar Sharma w.e.f. 1st March, 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as Cable Joiner in the office of Telecom District, Hoshiarpur w.e.f. 1st Jan., 1995 on a monthly salary of Rs. 2138/- upto 28th Feb., 1999; that the Management terminated his services without any charge sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Ashok Kumar Sharma, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition

it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wage has been withdrawn by the Govt. They have denied that the Management has violated the provisions of Industrial Disputes Act, 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st Dec., 1993 on a salary of Rs. 2138/- per month as a Cable Joiner with Telecom District Hoshiarpur and his services were terminated by the Management on 28th Feb., 1999, without following the provisions of Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ 3594.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 964/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/463/99 आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3594.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 964/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/463/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

SHRI KULDIP SINGH, Presiding Officer

CASE NO. LD.No 964/2k5

Registered on 15-9-2005

Date of Decision 2-8-2006.

Miss Sharanjit Kaur C/o Shri N. K. Jeet, President,
Telecom Labour Union, 27349 Mohalla Hari Nagar, Lal
Singh Basti Road, Bhatinda (Punjab)

...Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

...Respondent

APPEARANCES

For the Workman : Mr. N.K. Jeet.

For the Management : Ms. Deepali Puri,
Advocate.

AWARD

The workman continues to be absent. A notice was issued to her to appear which was sent to him under postal receipt No. 511 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but she has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. Her representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence payment of Rs. 100 as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. She also did not pay the cost to the Management. Today again neither she is present nor any of her witness is present. It is in these circumstances his evidence has been closed.

The Govt. of India, vide notification No.L-40012/463/1999/IR(DU) dated 13th March, 2000 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Miss Sharanjit Kaur, a workman, engaged through Contractor Shri Ashok Kumar Sharma w.e.f 1st March, 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in her statement of claim, stated that she was engaged and she served the Management as Clerk in the office of TRA Branch office of GMT, Hoshiarpur w.e.f. 24th June, 1996 on a monthly salary of Rs.2138/- upto 28th Feb., 1999; that the Management terminated her services without any charge sheet, inquiry and compensation. They retained her juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. She has prayed for setting aside the order of her termination and reinstatement in service with full back wages and all service benefits which she could have got but for the termination of her services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. She was neither engaged by the Management nor her services were terminated by them. According to them the Management had entered into a contract with one Ashok Kumar Sharma, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor she was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wage has been withdrawn by the Government. They have denied that the Management has violated the provisions of Industrial Disputes Act, 1947 and that of principles of natural justice.

The workman filed her rejoinder and affidavit but she did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of her claim. So much so she herself has not appeared as witness in the case to prove his affidavit. Therefore, her affidavits cannot be considered as a piece of evidence since the Management has not got the

opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 24th June, 1996 on a salary of Rs.2138/- per month as a Clerk with TRA Branch office of GMT, Hoshiarpur and her services were terminated by the Management on 28th Feb., 1999, without following the provisions of Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that she has failed to prove her claim and that she is not entitled to any relief. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 952/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/141/2001 आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3595.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 952/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/141/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

SHRI KULDIP SINGH, Presiding Officer

CASE NO.L.D.No 952/2k5

Registered on 15-09-2005

Date of Decision 1-08-2006.

Shri Darvin Singh C/o Shri Madan Mohan, House No. 1212,
Sector-22-B, Chandigarh

...Petitioner

Versus

The General Manager, Telecom, Amritsar (Punjab)

...Respondent

APPEARANCES:

For the Workman : Mr. N.K. Jeet.
 For the Management : Mr. G. C. Babbar,
 Advocate.

AWARD

The workman continues to be absent. Management appears through Counsel.

It is on record that the workman has not appeared in this Court on any date fixed since the day the case was transferred to this Tribunal. Every effort has been made to serve him on the address given in the notification and then on the address he gave in the letter of authority, executed in favour of his representative Shri N.K. Jeet. The summons sent, were received back with the report of Shri Madan Mohan, care of whom he had given his address, that the workman is not in contact with him. Shri Madan Mohan is a practicing Advocate in this Tribunal who even personally stated so. On the summons sent to him on his residential address of Amritsar, it is reported by the Postal Authorities that the workman is not available on that address. Thus the efforts to serve the workman have failed. On his own part the workman has not bothered to know as to what happened to his case. It is in these circumstances the reference is being answered in his absence.

The Government of India, vide their Notification No. L-40012/141/2001-(IR(DU)) dated 6th Aug., 2001 desired to know from this Tribunal whether the action of the General Manager Telecom, Amritsar in terminating the services of Shri Darvin Singh S/o Shri Sunder Singh, the workman, is just and legal. If not, to what relief the workman is entitled to and from which date. The workman, on a notice of the notification appeared and claimed that he had served the Management as Security Guard in the office of DTSD Amritsar, on a salary of Rs. 1200/- w.e.f. 1st April, 1996 to 28th Feb., 1999; that the Management terminated the services of the workman without charge sheet, inquiry or compensation. They also violated the provisions of Industrial Disputes Act 1947, hereinafter to be referred as "ACT" and principles of natural justice. They retained the juniors of the workman and also recruited fresh hands, without providing opportunity to the workman. He has prayed for setting aside the order of his termination from service with full benefits of continuity in service and back wages.

The Management has opposed the claim of the workman by their Written Statement. It is their claim that neither the Management is an industry nor the provisions

of the Act are applicable to them. Even otherwise the workman was not engaged by the Management nor were his services terminated by them. According to them the Management had entered into an agreement with a contractor and it was the contractor who provided them the labour. The Management has also taken a number of grounds to oppose the claim of the workman, both legal and factual.

The workman filed rejoinder and reiterated his claim. He also filed his affidavit supporting the claim made by him and produced a Photostat copy of daily attendance register for the year 1998. The Management produced the affidavit of their SDE, Ram Gopal. However, when it came the turn of the parties to produce their evidence, the workman appeared on 23rd March, 2005 and his part statement was recorded. Thereafter, he absented from Court appearance, as stated above and has not turned up so far. He has also failed to produce any evidence in support of his claim. The pleadings of the parties are not proved and in this, the loser is the workman since he has failed to prove that the action of the General Manager, Telecom, Amritsar, in terminating his services was not just and legal. Thus, the workman has failed to prove his claim, therefore, he is not entitled to any relief. The award is passed against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3596.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1048/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/449/2000 आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3596.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1048/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/449/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No.I.D.No 1048/2k5

Registered on 19-09-2005

Date of Decision 2-08-2006.

Shri Gurmail Singh C/o Shri N. K. Jeet, President, Telecom
Labour Union, 27349 Mohalla Hari Nagar, Lal Singh Basti
Road Bhatinda, (Punjab)

Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

Respondent

APPEARANCE

For the Workman : Mr. N.K Jeet

For the Management : Ms. Deepali Puri
Advocate

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No.508 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs. 100/- as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Govt. of India, vide notification No. L-40012/449/2000/IR(DU) dated 18th Jan., 2001 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Gurmail Singh, a workman, engaged through Contractor Messrs. Gurbachan Lal w.e.f. 28th Feb., 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as a

workman under SDOT, Hoshiarpur w.e.f. 1st Nov., 1993 on a monthly salary of Rs.2138/- upto 28th Feb., 1999; that the Management terminated his services without any charge sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Gurbachan Lal, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wage has been withdrawn by the Govt. They have denied that the Management has violated the provisions of Industrial Dispute Act 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st Nov., 1993 on a salary of Rs.2138/- per month as a workman under S.D.O.T, Hoshiarpur and his services were terminated by the Management on 28th Feb., 1999 without following the provisions of Industrial Dispute Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and

that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3597.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1049/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/447/2000-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3597 .— In Pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1049/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/447/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II CHANDIGARH

Presiding Officer :

Shri Kuldip Singh

Case No. I.D.No 1049/2k5

Registered on 19-09-2005

Date of Decision 2-08-2006.

Shri Duljeet Singh C/o Shri N. K. Jeet, President, Telecom Labour Union, 27349 Mohalla Hari Nagar, Lal Singh Basti Road Bhatinda (Punjab)

Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

Respondent

APPEARANCE

For the Workman : Mr. N.K Jeet

For the Management : Ms. Deepali Puri
Advocate

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No.519 on 7th June, 2006. It is now 2nd Aug., 2006

but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs.1 00/- as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Govt. of India, vide notification No.L-400 12/447/ 2000/IR(DU) dated 18th Jan., 2001 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Daljeet Singh, a workman, engaged through Contractor Messrs. Gurbachan Lal w.e.f. 28th Feb., 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as a workman under SDOT Hoshiarpur w.e.f. 1st April, 1997 on a monthly salary of Rs.2138/- upto 28th Feb., 1999; that the Management terminated his services without any charge sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Gurbachan Lal, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the

knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wage has been withdrawn by the Govt. They have denied that the Management has violated the provisions of Industrial Disputes Act 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st April, 1997 on a salary of Rs.2138 per month as a workman under SDOT, Hoshiarpur and his services were terminated by the Management on 28th Feb., 1999 without following the provisions of Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3598.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1047/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/451/2000 आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3598.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1047/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No.-II Chandigarh as shown in the Annexure in the Industrial Dispute between employers in relation to the management of Department of Telecom and their

workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/451/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL, GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II CHANDIGARH

Presiding Officer :

Shri Kuldip Singh

CASE NO. I.D. No 1047/2K5

REGISTERED ON 19-09-2005

DATE OF DECISION 2-08-2006.

Shri Surinder Pal C/o Shri N. K. Jeet, President, Telecom Labour Union, 27349 Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)

.....Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

.....Respondent

APPEARANCES:

For the Workman : Mr. N.K Jeet

For the Management : Ms. Deepali Puri
Advocate

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No.517 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice, has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June, 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs.100 as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Govt. of India, vide notification No. L-40012/451/2000/IR(DU) dated 18th Jan., 2001 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Punjab) in ordering

disengagement/termination of services of Shri Surinder Pal, a workman, engaged through Contractor M/s. Gurbachan Lal w.e.f 1st March, 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as Skilled Casual Labourer in the office of GMT Hoshiarpur w.e.f 1st June, 1997 on a monthly salary of Rs.2138 upto 30th Nov., 1998; that the Management terminated his services without any charge sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Gurbachan Lal, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party. But he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wage has been withdrawn by the Govt. They have denied that the Management has violated the provisions of Industrial Disputes Act 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st June, 1997 on a salary of Rs. 2138 per month as a Skilled Casual Labourer with office of GMT

Hoshiarpur and his services were terminated by the Management on 30th Nov., 1998 without following the provisions of Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3599.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर-संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1043/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/488/2000 आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3599.— In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1043/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between the the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/488/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL, GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

Case No.I.D.No 1043/2k5

Registered on 19-09-2005

Date of Decision 2-08-2006.

Shri Baljinder Lal C/o Shri N. K. Jeet, President, Telecom Labour Union, 27349 Mohalla Hari Nagar, Lal Singh Basti Road Bhatinda (Punjab)

.....Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

.....Respondent

APPEARANCE:

For the Workman : Mr. N.K Jeet.
 For the Management : Ms. Deepali Puri
 Advocate

AWARD

The workman continues to be absent. A notice was issued to him to appear which was sent to him under postal receipt No. 507 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. His representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs.100/- as costs. The workman neither appeared on 6th June, 2006 nor produced the evidence. He also did not pay the cost to the Management. Today again neither he is present nor any of his witness is present. It is in these circumstances his evidence has been closed.

The Govt. of India, vide notification No. L-40012/488/2000/IR(DU) dated 29th Dec., 2000 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Baljinder Lal, as a Lineman engaged through Contractor Shri Ashok Kumar Sharma w.e.f 28th Feb., 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as Line Man in the office of Telegraph M. T office of GMT, Hoshiarpur w.e.f 1st Oct., 1993 on a monthly salary of Rs.2138/- upto 28th Feb., 1999; that the Management terminated his services without any charge sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed till date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which he could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Ashok Kumar Sharma, to provide labour to the Department for performing emergency work. Thus

the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such 11 workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wagger has been withdrawn by the Govt. They have denied that the Management has violated the provisions of Industrial Dispute Act 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from 1st Oct., 1993 on a salary of Rs.2138/- per month as a Lineman in Telegraph M. T with office of GMT, Hoshiarpur and his services were terminated by the Management on 28th Feb., 1999 without following the provisions of Industrial Dispute Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3600.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 1045/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/486/2000-आई आर(डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3600.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1045/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/486/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

Presiding Officer : SHRIKULDIP SINGH

Case No.I.D.No 1045/2k5

Registered on 19-09-2005

Date of Decision 2-08-2006

Shri Sarabjit Singh C/o Shri N. K. Jeet, President, Telecom Labour Union, 27349 Mohalla Hari Nagar, Lal Singh Basti Road, Bhatinda (Punjab)

.....Petitioner

Versus

The General Manager, Department of Telecom,
Hoshiarpur

.....Respondent

APPEARANCE

For the Workman : Mr. N.K Jeet

For the Management : Ms. Deepali Puri
Advocate

AWARD

The workman continues to be absent. A notice was issued to her to appear which was sent to him under postal receipt No. 518 on 7th June, 2006. It is now 2nd Aug., 2006 but neither the workman has appeared nor the R/C carrying the notice has been received back unserved. The statutory period is over. This gives rise to the presumption that the workman has received the notice, but he has chosen not to appear in the case. The record of the file shows that the workman never appeared in this Court in person. Her representative has also stopped appearing in the case and he too is not present today nor he was present on the last date of hearing. The record of the file speaks that the workman was given opportunities to produce the evidence right from June 2004 and it was in these circumstances that the workman was given another opportunity to produce the evidence on payment of Rs. 100/- as costs. The workman neither appeared on 6th June, 2006 nor produced the evidenced. He also did not pay the cost to the Management. Today again neither he is present nor any of

his witness is present. It is in these circumstances his evidence has been closed.

The Govt. of India, vide notification No. L-40012/486/2000-IR(DU) dated 29th Dec., 2000 asked this Tribunal to adjudicate upon and answer whether the action of the General Manager, Telecom, Hoshiarpur (Pb.) in ordering disengagement/termination of services of Shri Sarabjit Singh, a workman, engaged through Contractor Messrs. Ramkrishan Budhram w.e.f 28th Feb., 1999 was legal and justified? If not, to what relief the workman is entitled and from which date.

The workman, in his statement of claim, stated that he was engaged and he served the Management as a workman in the office of S.D.O.T, Tanda w.e.f Jan., 1995 on a monthly salary of Rs. 2138 upto 28th Feb., 1999; that the Management terminated his services without any charge sheet, inquiry and compensation. They retained his juniors in service and also recruited fresh hand; that the workman has remained unemployed date. He has prayed for setting aside the order of his termination and reinstatement in service with full back wages and all service benefits which she could have got but for the termination of his services.

The Management filed their reply to the Claim Petition and submitted that neither they are Industry nor the workman is a workman. He was neither engaged by the Management nor his services were terminated by them. According to them the Management had entered into a contract with one Ramkrishan, to provide labour to the Department for performing emergency work. Thus the Management has no information whether the workman was supplied by the Contractor to the Department. According to them the Contractor is a party, but he has not been arrayed. As such the workman is not entitled to any relief. Denying all the other claims made in the Claim Petition it is stated by the Management that they had never paid any wages to the workman nor he was given any appointment letter. It is also their case that whether or not the workman was provided to the Telecom Department, is not in the knowledge of the Management. They have also denied the relationship of employee and employer between the parties. They have also denied that the Management retained juniors of the workman or recruited fresh hands as, according to them, the power of engagement of daily wagger has been withdrawn by the Govt. They have denied that the Management has violated the provisions of Industrial Disputes Act, 1947 and that of principles of natural justice.

The workman filed his rejoinder and affidavit but he did not add anything new to the facts he stated in the Claim Petition. Thus I find that the claim made by the workman has been categorically denied by the Management and the workman has failed to produce any evidence in support of his claim. So much so he himself has not appeared as witness in the case to prove his affidavit. Therefore, his affidavits cannot be considered as a piece

of evidence since the Management has not got the opportunity to test the averments made in the affidavits by cross examining the workman. In short I do not find any evidence on record to show that the workman had served the Management from Jan., 1995 on a salary of Rs.2138/- per month as a workman with S.D.O.T Tanda and his services were terminated by the Management on 28th Feb., 1999, without following the provisions of Industrial Disputes Act. The workman is, therefore, not entitled to any relief.

Considering the facts and circumstances of the case as discussed above, the award is passed against the workman holding that he has failed to prove his claim and that he is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 10 अगस्त, 2006

का.आ. 3601.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 951/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-8-2006 को प्राप्त हुआ था।

[सं. एल-40012/132/2001-आई आर(डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 10th August, 2006

S.O. 3601.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 951/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 10-8-2006.

[No. L-40012/132/2001-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case No.I.D.No 951/2k5

Registered on 15-9-2005

Date of Decision 1-8-2006.

Ms. Sunil Guleria C/o Sh. Madan Mohan, H. No. 1212,
Sector 22-B Chandigarh.

Petitioner

Versus

The General Manager, Telecom, Amritsar (Punjab)

Respondent

APPEARANCE

For the Workman : R. K. Rana, AR

For the Management : Mr. G.C. Babbar
Advocate.

AWARD

The workman is not present. Management appears through counsel. The workman is not appearing since long. She had been served on the address given in the notification, through her representatives and finally on her residential address, given by her in her affidavit. More than one notices under registered cover were issued to the workman and the notice sent under registered cover at her residential address has not been received back even after the expiry of statutory period of 30 days. The court is, therefore, satisfied that the workman has received the notice, it which was sent under registered cover under postal receipt No 877, on 26th of may 2006, but she has not chosen to appear in the case. It show that she has lost interest to follow up her case.

The Govt. of India vide their notification No. L-40012/132/2001-IR(DU) dated 6-8-2001 desired of this tribunal to say whether the action of the management of General Manager, Telecom, Amritsar, in terminating the services of Miss Sunil Guleria D/o Shih Singh, is just and illegal and if not to what relief the workman is entitled to and from which date. The parties appeared and the workman filed the claim petition, to which the Management filed the reply. The workman, in support of her claim, filed her affidavit and rejoinder, the management has produced a number of document including the copy of the agreement for the supply of the labour. The workman appeared, for her statement, which was recorded in part on 23-3-2005. Thereafter, she stopped coming to the court and did not appear to stand to the cross examination of the management. The workman has, therefore, failed to prove that she was engaged as a clerk in the office of DTSP, Bharat Nagar, Amritsar, on 1-4-1996, on the salary of Rs. 1200 and she served the management upto 28-2-1999, when her services were terminated without chargesheet inquiry and compensation. She has also failed to prove that the management terminated her services in violation of Industrial Disputes Act, 1947 and principle of natural justice they retained her junior and also recruited fresh hand and ignored the claim of workman.

The management has denied all the claims of workman. It is submitted by them that the workman was not engaged by them, although she might have served the contractor who provided labour to the management. Therefore, there is complete denial of claim made by the workman. On the part of workman, she has failed to produce any evidence and has not cared to make her his own complete statement. On record I do not find any evidence to show that the workman was engaged by the Management on 1-4-1996, as clerk on a salary of

Rs. 1200p.m. and she served the Management in the office of DTSP, Bharat Nagar, Amritsar till 28-2-1999 when her services were terminated by the management in violation of provisions of Industrial disputes act 1947. The workman is, therefore, not entitled to any relief. The award is passed against her holder that she is not entitled to any relief. Let the copy of this award be sent to the appropriate Govt. and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली 17 अगस्त, 2006

का.आ. 3602.-कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 सितम्बर, 2006 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे: अर्थात्,

केन्द्र का नाम कांचीपुरम जिला में चेंगलपट्टु तालुक के

1. चेम्मन्वेरी
2. नावलुर
3. इगादूर
4. कषिपुत्तूर
5. केलम्बाक्कम
6. पडुर
7. तैयूर
8. इडयान कुप्पम
9. आलतूर
10. सात्तान्कुप्पम
11. नेडुक्कुडम
12. रत्तिनमंगलम
13. कोलपक्कम
14. तिरुपूरूर

के अन्तर्गत आने आने राजस्व गाँव

[संख्या: एस-38013/53/2006-एस. एस.-1]

के. सी. जैन, निदेशक

New Delhi, the 17th August, 2006

S.O. 3602.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government

hereby appoints the 1st September, 2006 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamilnadu namely :

Centre Name Areas Comprising the Revenue Villages of

- | | |
|-------------|------------------------|
| Kelambakkam | 1. Chemmancheri |
| | 2. Navaloor |
| | 3. Egattur |
| | 4. Kazhiputtur |
| | 5. Kelambakkam |
| | 6. padur |
| | 7. Thaiyur |
| | 8. Edayankuppam |
| | 9. Alathur |
| | 10. Sathankuppam |
| | 11. Nedungundram |
| | 12. Rathinamangalam |
| | 13. Kolapakkam |
| | 14. Thirupporur |
| | of Chengalpat Taluk in |
| | Kancheepuram District. |

[No. S-38013/53/2006-S.S.I.]

K.C. JAIN, Director

नई दिल्ली 17 अगस्त, 2006

का. आ. 3603.-कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 सितम्बर, 2006 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे:- अर्थात्,

"जिला तिरुवनन्तपुरम के चिरयिनकीषु तालुक में वामनापुरम"

[संख्या: एस-38013/52/2006-एस. एस.-1]

के. सी. जैन, निदेशक

New Delhi, the 17th August, 2006

S.O. 3603.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2006 as the date on which the provisions of Chapter-IV (except Sections 44

and 45 which have already been brought into force) and Chapter-V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely :—

“Vamanapuram in Chirayinkeezhu Taluk in Trivandrum District.”

[No. S-38013/52/2006-S.S.I]

K.C. JAIN, Director

नई दिल्ली 22 अगस्त, 2006

का. आ. 3604.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 999 दिनांक 1-3-2006 द्वारा यूरैनियम उद्योग जो कि औद्योगिकी विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 19 में शामिल हैं, को, उक्त अधिनियम के प्रयोजनों के लिए दिनांक 15-3-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को

उक्त अधिनियम के प्रयोजनों के लिए दिनांक 15-9-2006 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. संख्या: एस-11017/9/97-आई आर. (पी. एल.)]

गुरजोत कौर, संयुक्त सचिव

New Delhi, the 22nd August, 2006

S.O. 3604.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O.No.999 dated 1-3-2006 the service in Uranium Industry which is covered by item 19 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 15th March, 2006.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 15th September, 2006.

[F No. S.11 017/9/97-IR (PL)]

GURJOT KAUR, Jt. Secy.